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The Solicitors' Journal.

LONDON, NOVEMBER 24, 1877.

Notes for the Ensuing Week.

Solicitors' Certificates expired 15th November; must be renewed before 16th December next.

CURRENT TOPICS.

MR. CHARLES BURNLEY, of the firm of Paterson, Snow, & Burney, will be the new Chief Clerk to the Master of the Rolls, in succession to Mr. E. B. Church, the recently-appointed Taxing Master.

WE ARE INFORMED that in consequence of certain irregularities which have occurred in applications to the Master of the Rolls to defer the hearing of causes which are either in the paper, or are on the point of being placed in the paper, his lordship has announced that in future he shall, on every such application, require the signatures of the solicitors on both sides.

AS THERE HAS BEEN SOME MISAPPREHENSION as to the state of the business before the House of Lords, it may be well to say that Tuesday last was the ninth day of the sittings out of session, and that up to the evening of that day the lords had heard six appeals and part of a seventh, in three of which they had given judgment. The House has sat on Wednesday, Thursday, and Friday this week, and it is understood that the House will sit till Friday next, the 30th inst. The sittings will then have extended over sixteen days, or just twice the period occupied during November last year.

WE VENTURED last week to inquire whether a great many of the judgments which are now delivered are not very much longer than is desirable; whether, in fact, it is really necessary that every step of the process by which a learned judge has arrived at his judgment should be set forth, or that every topic that can be suggested in connection with the case should be fully discussed. But we were hardly prepared for so practical a reply to our query, or so excellent an illustration of the advantages of brevity, as has been given by the Master of the Rolls this week. In an administration action, in which the plaintiff and her next-door neighbour and the defendant were examined and cross-examined in court, the learned judge delivered judgment as follows:—

"I do not believe the plaintiff on her oath.

"Nor do I believe Mrs. A., her witness.

"I do believe the defendant on his oath;

"Therefore I dismiss the action, with costs."

THE WELL-TIMED and admirable letter of Mr. Osborne Morgan to the *Times* on the state of business in the courts ought to clear away a good deal of the misapprehension which exists on that subject. The statement of the Master of the Rolls that he was obliged to betake himself to witness causes, and that Mr. Justice Fry had asked for and obtained a transfer from the lists of two

of the Vice-Chancellors, appears to have led laymen (and apparently also some writers who are not laymen) to fall headlong into the error of supposing that the causes without witnesses have been adjudicated upon, and have disappeared from the cause-book. Mr. Osborne Morgan is right when he says that the observation of the Master of the Rolls as to the block in the Chancery Division, that it is more apparent than real, might with more justice be applied to the progress made with the cause lists. Mr. Morgan's letter has called forth a variety of reasons against the appointment of new judges, some of which are certainly novel, if not impressive. It cannot be denied that the long lists of arrears are a scandal; it cannot be denied that when barristers have to be jobbed to do the work of judges more judicial strength is needed; it cannot be affirmed that the state of things is satisfactory; but it is urged, in effect, that since unnecessary appeal judges were appointed in 1871, no necessary judges of first instance should be appointed in 1878. This reasoning does not appear to require a reply. It has also been urged that means might be found to relieve the cause lists; for instance, more causes might be sent to Mr. Verey and his colleagues, and "superior judicial officers" might be appointed to do some of the work of the judges. No doubt. It would also be possible to clear the cause list by sending off the causes to be tried by Mr. Josiah W. Smith, Q.C., "according to justice, moral right and public policy;" or to the "Legal Referee of Special Repute" at Serjeants'-inn; the only question is would the suitor be contented? It is, perhaps, open to doubt whether the suitor should be wholly left out of account in discussing this question.

THE CASE OF *In re Wilson* (26 W. R. 44), bears out the view we took many months ago upon the question of the extradition of subjects, when, writing upon the *De Tourville* case, we expressed an opinion that the prisoner should not have been delivered up under the treaty with Austria. The third article of that treaty, it will be remembered, provides "that in no case and on no grounds whatever shall the high contracting parties be held to concede the extradition of their own subjects." The magistrate before whom *De Tourville* was brought, however, held that the language of the third article was wholly discretionary, and that it would be a question hereafter for the Government whether, according to the comity of nations, they were willing to surrender the prisoner to the Austrian authorities or would decline to surrender him. He quoted a passage in "Wheaton's International Law" which he thought showed that it was competent for any Government to surrender its own subjects if it thought proper to do so, and he said that he had no doubt the decision rested with the Government. At the time we pointed out that this was not so, and that the predominance of opinion and practice was opposed to the surrender by States of their own subjects. In fact, the rule in all continental countries has been against the surrender of subjects, and Mr. Friett, in his examination before the Extradition Commission in 1868, said that up to that time no Government had been found which had delivered up its subjects. It was suggested that America was an exception, but Mr. Friett stated his belief that she was not. And as a matter of fact, though there has been much fluctuation of opinion both in the United States and Canada on the point, the tendency of opinion even in those countries has been against the surrender of subjects. In *Wilson's case* it was contended on the part of the Swiss Government that the terms of the clause of the treaty providing that no Swiss subject shall be delivered up by Switzerland to the Government of the United Kingdom, and no subject of the United Kingdom shall be delivered up by the Government thereof to Switzerland, were not imperative, but merely meant that neither Government

should be bound to deliver up its own subjects—in fact, that they gave a discretionary power. The Queen's Bench Division has held that the treaty contains a positive provision that no British subject should be delivered up. It seems to be obvious that, the whole scope and object of the treaty being to bind each State to surrender criminals and accused persons, if the State is not bound to surrender any particular class of such persons, the matter, as to that class, is withdrawn from the operation of the treaty and left to the application of the ordinary rule and practice of the country.

SOME OF OUR CONTEMPORARIES who attacked the recent judicial appointment on the ground of the learned judge's want of university distinction were probably unaware that only a small proportion of the existing judicial staff are graduates in high honours. Including eight law lords and the four paid members of the Judicial Committee of the Privy Council, the total number of judges may be taken as forty; out of this number seven are graduates of Oxford and eleven are graduates of Cambridge. Of the seven graduates of Oxford, Lord Selborne obtained a first class in classics, Lord Justice Cotton a second class in classics and a first class in mathematics, and Sir Robert Phillimore a second class in classics; while Lord Coleridge, Lord Justice Theaiger, and Justices Grove and Lopes were passmen. The eleven Cambridge judges exhibit a larger proportion of classmates than those who have been educated at the sister university. Lords Hatherley and Blackburn and Lord Justice Baggallay were wranglers, the Lord Chief Justice of England was in the first class of the civil law tripos, Mr. Justice Denman was senior classic, while Mr. Baron Cleasby was both a wrangler and first-class man in classics. Lord Justice Brett and Sir James Colville were senior optimes, Vice-Chancellor Malins was a junior optime, and Lord Penzance and Sir Robert Collier took no honours. The University of London is represented by the Master of the Rolls and Mr. Justice Fry, both of whom obtained high honours, and the Lord Chancellor's career at Trinity College, Dublin, was also highly distinguished. Mr. Baron Huddleston was educated at the last-named university. Lord Gordon and Lord Justice James were educated at Scotch universities, and Sir James Hannen at Heidelberg, while the remaining fifteen judges do not appear to have graduated at any university.

On Friday week the commissioners appointed to inquire into the reorganization and reformation of the detective police system held a preliminary meeting at No. 2, Victoria-street, Westminster, and adjourned after a short time. Sir Henry Selwin-Ibbetson, M.P., was in the chair.

Mr. Serjeant Gaselee writes to the *Times*:—"Nothing can, I think, be more convincing than Mr. Osborne Morgan's letter that we want more judges. Journeymen judges, as they are called, of whom, unfortunately, I have too often been one, are highly unsatisfactory to the public and to themselves. I have no fear that by increasing the number of the judges you would have to put up with inferior men on the bench. If only the best men were appointed, I believe that without difficulty you might select from the bar six new judges equal, at least, in every respect to six, at least, of the present occupants of the judicial bench. I would venture to suggest that younger judges should be appointed, and the appointment of Mr. Theaiger is, in that respect, a step in the right direction. But before appointing new judges, I suggest that the four new judges added six years ago to the Privy Council, and the two new law lords appointed last year, all of whom have little to do, should be utilized, and the official referees, in whom the public have no confidence, should be removed to county court judgeships as they become vacant, or to some other such offices, and their salaries saved to the country." [N.B.—We don't agree in the last suggestion.—Ed. S. J.]

BUSINESS UNDER THE OLD AND THE NEW SYSTEMS.

Now that the judicial statistics of the first year under the Judicature Act have been published, we are enabled to lay before our readers a comparative statement of the work done by the civil courts of first instance and the Appeal Court in the last year of the old régime and the first year of the new.

For convenience we propose to designate the earlier year as 1875 and the later as 1876, it being always understood that the first comprises the twelve months between the 1st of November, 1874, and the 1st of November, 1875, and the second, the period from the 1st of November, 1875, to the 1st of November, 1876.

Chancery first claims our attention. It appears that here the matters for hearing at the commencement of the year 1875 were 471, but in 1876 they were only 432. During the year 1875, 2,363 matters were set down, 2,143 were heard, and 262 were otherwise disposed of; while in 1876 there were 2,488 matters set down, 1,942 heard, and 279 were otherwise disposed of. At the end of 1875 the *remains* were 429, and in 1876, 699. In 1875 the orders drawn up by the registrars numbered 14,454, and the orders in 1876, 16,258, being an increase of 1804. The fees taken by means of stamps increased from £17,656 to £20,411. The judges sat in the former year on 692 days, and in the latter 760 days, being an increase of 68 days' work in chancery alone. In the chambers of the Master of the Rolls and the three Vice-Chancellors there were 9,851 summonses issued in 1875, and 34,662 in 1876, being an increase of 4,811. The orders made in chambers were 20,063 in 1875, and 23,730 in 1876. All the business in chambers exhibits a similar increase in 1876 over that of 1875, the fees increasing from £15,136 to £15,421.

Including administration summonses and other summonses originating proceedings, there were 3,993 suits commenced in 1875 as against 5,269 in 1876, and the fees taken in the Record and Writ Office amounted to £19,529 in 1875 as against £34,920 in 1876.

The Chancery Pay Office returns show that the amount paid into court in 1875 was £19,907,479, and the amount paid out £18,020,752; whereas in 1876 the amount paid in was £21,534,748, and the amount paid out was £20,359,745; that the number of accounts on the books increased from 32,687 to 33,467, and that the whole of the suitors' fund increased from £64,639,854 stock and £4,590,890 cash in 1875 to £65,485,595 stock and £4,920,151 cash in 1876.

In the three superior courts of common law, now known as the Queen's Bench, Common Pleas, and Exchequer Divisions of the High Court of Justice, the number of writs issued has been decreasing for many years, and they have, of course, been greatly affected by the district registries. In 1875 they numbered 60,062, and in 1876 59,087. The judgments were 21,834 in 1875 as against 23,460 in 1876, and the total amount of the fees taken was £44,067 in the former year, and £53,870 in the latter. In the chambers of the common law divisions there were 52,383 summonses issued in 1875, and 81,644 in 1876, and the orders made numbered 50,935 in the former year, and 73,149 in the latter. The suitors' fund increased from £63,551 in 1875 to £88,029 in 1876.

In the Court of Probate, now the Probate Division, the number of probates and administrations granted was 14,939 in 1875, and 16,907 in 1876; and there were 463 petitions, 484 causes, and 874 summonses in the former year, as against 458 petitions, 183 causes, and 968 summonses in the latter year. The number 183 would appear to be a mistake in the return, but we have no means of verifying it. In the district registries of the same court the probates and administrations granted in 1875 were 25,121, and in 1876, 28,483.

In the Divorce Court there were 496 petitions filed in 1875, and 586 in 1876.

The return for the Appeal Court shows that the number of appeals heard in 1876 was 344; the corresponding number in 1875 was 240.

THE TRUSTEES' DUTY.

VII.

RULE III.—The trustee must keep an even balance between the different persons beneficially interested.*

(7). The rules as to repairs by trustees to the trust property during the life of an equitable tenant for life do not seem to be altogether consistent with the maxim at the head of this article. The foundation of the different applications of this maxim which we have already discussed is to be found in the presumed intention of the creator of the trust that an equal benefit should be conferred on all the persons entitled in succession; and the courts in many respects have vigorously enforced the duty on trustees of seeing that this intention is carried out, and that no advantage is reaped by one of the beneficial owners at the expense of his successor or predecessor. But as the law stands at present, where an equitable tenant for life is entitled to the possession of the trust property a trustee is not bound to see that any expenditure is made in repairs of the trust property during the life of the tenant for life, and the result is that the equitable tenant for life obtains the enjoyment of the whole income without any deduction for such repairs as may be necessary in order to transmit the property to the successor in the same condition as when the tenant for life's interest commenced. Courts of equity have always refused to interfere, at the instance of remaindermen, in cases of permissive waste, either to prohibit or to give satisfaction (*Lord Castlemaine v. Lord Craven*, 22 Vin. Abr. tit. "Waste" 523; *Marquis of Lansdowne v. Marchioness Dowager of Lansdowne*, 1 Jac. & W. 522); and the trustees cannot interfere with the possession of the equitable tenant for life to prevent or to remedy permissive waste (*Powys v. Blagrove*, Kay. 495; on app. 4 D. G. M. & G. 448). "There would be no end," said Vice-Chancellor Wood in the last-mentioned case, "to the demands which would be made upon trustees by remaindermen coming into possession of the trust property who might think it not sufficiently repaired if they might say to the trustees, 'It was your duty to look after the tenant for life; you had the legal estate, and it was your business to see that he was performing all these trusts; as you have not done so we shall fix you with liability.'" Whether the same decision would be arrived at in cases where, under the special provisions of the instrument of settlement the equitable tenant for life is not entitled to the possession, but has been allowed by the trustees to receive the rents and profits and manage the property, does not appear to have been decided; but from the general reluctance of equity to interfere in cases of permissive waste, it may be thought that the decision would be the same.

(8) If a tenant for life chooses to lay out money in repairs he is taken to have done this voluntarily, and he cannot impose any portion of his expenditure on the remainderman by having a charge on the property, or otherwise, notwithstanding the property may have been benefited by the expenditure (see Lord Thurlow's remarks in *Bostock v. Blakeney*, 2 Bro. C. C. at p. 657, and Lord Justice James' remarks in *In re Leigh's Estate*, L. R. 6 Ch. at p. 892). If a testator devises a dilapidated mansion to persons in succession, the tenant for life has no right to go upon the inheritance to make the mansion better than it was when left him by the testator. The tenant for life must take the property subject to the duties imposed upon his estate by the law. No case is to be found in which a tenant for life of property, without sufficient indication of such in-

tention in the will, has been benefited at the expense of any other objects of the testator's bounty, or of those obligations which the law has attached to his estate (*Dunne v. Dunne*, 3 Sm. & Giff. at p. 29; *Nairn v. Majoribanks*, 3 Russ. 582). Thus, where a tenant for life expended a considerable sum in repairing a mansion, forming part of the settled property, which had been damaged by dry rot, Sir J. Leach, V.C., refused to grant an inquiry as to the repairs, saying that it was an expense to which a tenant for life choosing to occupy a mansion must submit (*Hibbert v. Cooke*, 1 S. & S. 552). The rule, of course, applies to trustees who are empowered to manage during the minority of a tenant for life (see *Floyer v. Bankes*, L. R. 8 Eq. 115, 117).

A similar rule applies to expenditure in improvements during the life of the tenant for life. A tenant for life who lays out his money in making substantial improvements, by which the value of the inheritance has been permanently increased, does not thereby acquire any right to a charge upon the inheritance for any portion of such outlay; and an inquiry as to how much the estate in remainder has been benefited by such outlay will not be directed (*Gilliland v. Crauford*, 1 R. 4 Eq. at p. 40). But to this rule there appears to be an exception where the expenditure by the tenant for life has been made upon the completion of a mansion, the erection of which was commenced by the creator of the trust (*Hibbert v. Cooke*, 1 S. & S. 552; *Dent v. Dent*, 30 Beav. 363).

(9) Where renewable leaseholds are settled on trusts for persons in succession, the principle applied by the court in cases of similar settlements of wasting property would require that, although no special direction is given in the instrument creating the trust, the trustees should be bound to renew from time to time (see the observations of Lord Selborne in *Hollier v. Burne*, 21 W. R. 805; L. R. 16 Eq., at p. 167). This seems to have been the view adopted by Lord Hardwicke in *Verney v. Verney* (1 Ves. 429), where he said that "whoever has such a lease for lives of a church or college which is originally renewed, always thinks, upon his settling it or devising it, that he is settling a continuing interest, longer than the lives in that lease; and in that light the court considers it." And in *White v. White* (4 Ves. at p. 33) Lord Loughborough seemed to intimate an opinion that, if renewable leaseholds were given to a trustee in trust for one for life, and after his decease to others in succession, the trustee might be authorized to raise a sufficient sum to keep up the estate (see also *Locke v. Locke*, 2 Vern. 666, but see this case explained in *O'Ferrall v. O'Ferrall*, L. & G. temp. Plunket, at p. 87). But in *O'Ferrall v. O'Ferrall*, where renewable leaseholds were given to trustees in trust for persons in succession, Lord Plunket held that there was nothing to show an intention to give to the remainderman more than the residue of the term unexpired at the death of the tenant for life. And it has been repeatedly held that in the absence of express provision no obligation rests on the tenant for life to renew. (*Stone v. Theed*, 2 Bro. C. C. 247; *White v. White*, 9 Ves. 561; *Cupel v. Wood*, 4 Russ. 500; *O'Ferrall v. O'Ferrall*.) In *Stone v. Theed*, Lord Thurlow said that where an estate of limited duration is given to one for life, the intent is to give him whatever it shall produce during his life, and, in that case, unless there are strong expressions to show an intention, the court cannot compel him to renew.

Where, however, there is an express trust to pay out of the rents and profits, "the fines and charges of renewing," the trustees must renew. It is true that the trustees are not in so many words directed to renew, but the means being given and the purpose expressed, they are bound to apply those means to that purpose, and are answerable for a breach of trust if they do not renew. (*Lord Montford v. Lord Cadogan*, 17 Ves. 485, 19 Ves. 633; see also *Hulkes v. Barrow*, Tamlyn 264).

If the instrument creating the trust contains a power

* Continued from p. 939 of vol. 21.

or trust for the trustees to renew "if they should think it proper or advantageous," or, if in their discretion, they should think fit, or "from time to time as they should think proper," or like words, the courts will construe the discretion thus reposed in the trustees as meaning merely that the trustees shall not be bound to comply with unreasonable demands on the part of the lessor, and not as conferring on the trustees an arbitrary and capricious discretion as to renewal (*Milington v. Mulgrave*, 3 Madd. 491; *Mortimer v. Watts*, 14 Beav. 616, 622). As between themselves and the persons beneficially interested, the trustees are bound to renew if they can do so on terms not disadvantageous to the trust estate (*Mortimer v. Watts*, 14 Beav., at p. 623). They are not to sacrifice the tenants for life to the persons interested in remainder, but they are to exercise their discretion, and act in such a manner as they consider most advantageous for keeping the estate in its present condition, for the benefit of all persons interested under the will (*Mortimer v. Watts*; see *Sutton v. Bianconi*, 10 Ir. Ch. R. 194, 204).

As regards trustees under instruments executed since the 28th of August, 1860, it is provided that it shall be lawful for any trustees of any leaseholds for lives or years which are renewable from time to time, either under any covenant, or contract, or by custom, or usual practice, if they shall in their discretion think fit, and it shall be the duty of such trustees, if thereunto required by any person having any beneficial interest, present, or future, or contingent, in such leaseholds, to use their best endeavours to obtain from time to time a renewed lease of the same hereditaments on the accustomed and reasonable terms; and for that purpose it shall be lawful for any such trustees from time to time to make, or concur in making, such surrender of the lease for the time being subsisting, and to do all such other acts, as shall be requisite in that behalf; but the section is not to apply to any case where, by the terms of the settlement or will, the person in possession for his life or other limited interest is entitled to enjoy the same without any obligation to renew the lease or contribute to the expense of renewing the same (23 & 24 Vict. c. 145, s. 8.)

It is stated that at a "parliament" of the Hon. Society of the Middle Temple it has been unanimously resolved to admit Mr. A. M. Sullivan, M.P., already a member of the Irish bar, to the English bar by "special call," at a bench to be held last evening.

The Lord Chancellor entertained at dinner on the 16th inst., the Lord Chief Baron, Mr. Baron Huddleston, Mr. Justice Manisty, Mr. Justice Hawkins, several learned Queen's Counsel, Mr. E. F. Barton, President of the Incorporated Law Society, and Mr. E. L. Rowcliffe.

The *Times* reporter, writing on the Northampton Winter Assizes, says:—"The business on this circuit was to-day concluded. It is to be hoped that the present arrangement of counties for the purposes of the autumn and winter assizes is only experimental, in which case it will hardly be continued. Of the four counties from which the prisoners who have been tried here were collected, Northamptonshire, Buckinghamshire, and Bedfordshire have jointly occupied less than half the time required to get through the Warwickshire business. The Northamptonshire jurymen have been sitting here since the beginning of last week, and this morning they have had before them the second case from their own county. On the other hand, there have been witnesses from Birmingham—medical men, men of business, and others whose time is of the utmost value—unable to leave the town from the first day of the assizes until their case was tried, the time occupied by the journey to and from their homes being too great. It is obvious that the expenses of trying prisoners in such circumstances must be enormously increased, the larger amount of the railway fares of the witnesses being in itself something considerable. That, however, is a matter for the Treasury. A minor evil, but one very present to the minds of persons who have been brought by their business to the court here, is its utter inadequacy to accommodate the number of persons brought together by the new arrangement."

Recent Decisions.

SHAREHOLDERS' OBLIGATIONS AS TO VOTES.

(*Pender v. Lushington*, M.R., L. R. 6 Ch. D. 70.)

This case is useful as putting more clearly, perhaps, than had previously been done one of the leading distinctions between a shareholder and a partner. The action was brought in the name of the Direct United States Cable Company against the directors, the grievance being that in taking the poll at a general meeting the chairman had ruled out the votes given in respect of a number of shares, thereby changing the majority. The chairman's ground was that the shares in question had been transferred to nominal holders for the purpose of increasing the voting power of a party of shareholders who had an interest in the question distinct from that of the company. On the point of the supposed obligation of good faith imposed upon shareholders in the matter of voting and disposition of their shares with that object, the Master of the Rolls said: "In all cases of the kind, when men exercise their rights of property, they exercise their rights from some motive adequate or inadequate, and I have always considered the law to be that those who have the rights of property are entitled to exercise them, whatever their motives may be for such exercise. . . . If these shareholders have a right of property, then I think all the arguments . . . as to the motives which induced them to exercise it are entirely beside the question." He then referred to the judgment of Lord Justice Mellish in *Menier v. Hooper's Telegraph Works* (22 W. R. 396), as implying a similar view. The substantial point had been decided long ago in *East Pant Du Company v. Merryweather* (13 W. R. 216), but we often find a lingering idea that the mutual relation of shareholders in respect of their votes is not quite the same as that of independent owners of property. The notion proceeds only from the peculiar nature of the property, being such that a majority of the owners may combine to use their portions of it to the spoliation of the rest; and cases are not infrequent in which the law has to interfere to prevent this.

The rest of the case was an affirmation of what was done in *Exeter and Crediton Railway Company v. Buller* (5 R. C. 211), and probably in many other cases, allowing a suit brought in accordance with the views of the majority in the name of the company to proceed until the sense of the company in general meeting is ascertained to be the other way.

The judge of the Sheffield County Court (Mr. Elliott) last week stated that there was ten times more perjury committed by women in his court than by men, and he added that women did not seem to care in the least what they swore. This expression received some corroboration, says the *Bradford Observer*, in a case which was heard at the Bradford County Court before Mr. W. T. S. Daniel, Q.C. Elizabeth Hartley, widow, Green-lane, who was represented by Mr. Terry, sued Jesse Cockcroft, cabinet maker, Priestman-street, for the sum of £7 17s., due for groceries supplied and for a gas bill paid by plaintiff on defendant's account. Mrs. Cockcroft appeared on behalf of her husband, and strenuously denied owing money to the plaintiff on account of groceries. In answer to his honour, she stated that her husband had not become indebted for anything to Mrs. Hartley.—His Honour: Are you sure of that?—Mrs. Cockcroft: Yes, I am.—His Honour: But how can you be sure?—Mrs. Cockcroft: Well, I am sure; I am sure he never did.—His Honour: But how can you be sure, for you are not always with him?—Mrs. Cockcroft: Well, I am sure; quite sure he has not.—His Honour: You may now stand down, for you have sworn to what you cannot possibly know. That is the way some persons act in these cases. Your husband would not come here to state that, but you come forward to swear what you certainly cannot know. The verdict will be for the plaintiff.

General Correspondence.

SPECIAL RETAINERS.

[To the Editor of the Solicitors' Journal.]

Sir,—I desire to bring under the notice of your readers a question which appears to me a very important one in the interests of our profession. As my object in addressing you, in the first instance, is to ascertain whether I have been mistaken in the view which I have held during my professional career, I shall state the circumstances of the case without introducing the names of the persons concerned. I was recently instructed on behalf of the plaintiff in an action of interpleader. By my client's direction I gave a retainer in the action to an eminent serjeant in the month of May last. The case proceeded to trial, and in due course I delivered my briefs. Some rather special circumstances occurred, in consequence of which my client did not deem it advisable to give a brief to the gentleman who held this retainer. Last week the case came on for trial. When it was called on, the learned gentleman who acted as leader for the plaintiff informed me that he had received a note from the learned serjeant informing him of the fact of his retainer, insisting on his right to a brief, and requesting my leader not to proceed with the case till such brief should be delivered. The counsel for the plaintiff, on my refusing to listen to such a suggestion, appealed to the judge before whom the case was to be tried, and, to my astonishment, that learned judge said that, in his opinion, I was bound to follow my retainer with a brief, but adjourned the case to see if any arrangement could be effected. I thereupon saw the learned serjeant, and he explained that the action he had taken was only to support the rights of the bar as violated in his person. I thereupon handed him a brief with a fee, which he very handsomely returned, and withdrew his opposition to the case proceeding.

The case was eventually tried on a subsequent day, when I recovered a verdict. I am of opinion, however, that that verdict was endangered by the course which counsel chose to pursue. It appears to me that the action taken by the learned serjeant in this case involves a question of so serious a nature, and is so gross an encroachment on the rights of litigants, that I am extremely anxious to ascertain what are the views of the profession upon it, and I shall be much obliged if you will assist me in obtaining an expression of these views by inserting this communication.

Nov. 22.

H. A. D.

SURVEYORS' SOLICITATIONS.

[To the Editor of the Solicitors' Journal.]

Sir,—I enclose a printed circular issued by a surveyor. I also send copy of my letter to him, complaining of the unauthorized use of my name.

The solicitations by a certain class of "surveyors" are simply a nuisance, and it would be advisable to urge all solicitors to discourage every application of the kind.

25, Carter-lane, E.C., Nov. 16.

J. CHAPPLE.

[To the circular referred to by our correspondent there is appended a long list of names, including the name of our correspondent. The following is the letter referred to above.

[Copy.]

25, Carter-lane, E.C., Nov. 16.

Sir,—I am just in receipt of your printed circular wherein you solicit employment as surveyor on behalf of persons who may have claims in respect of metropolitan street improvements, and you append a list of "references" wherein I find my name. The propriety or otherwise of a circular of this nature I do not discuss with you, but I protest against the unauthorized use of my name, and require you to withdraw it.

It is possible you may have acted on behalf of a client of mine, but I have no recollection of you or of the business.

I reserve to myself the right of giving publicity to this letter.

Mr.

J. CHAPPLE.

Cases of the Week.

BANKRUPTCY—FRAUDULENT PREFERENCE—RULES OF STOCK EXCHANGE—ASSIGNMENT OF PROPERTY FOR BENEFIT OF STOCK EXCHANGE CREDITORS—RIGHTS OF GENERAL CREDITORS—PAYEEES "IN GOOD FAITH"—BANKRUPTCY ACT, 1869 (32 & 33 VICT. C. 71), s. 92.—In the House of Lords on the 16th inst., the bankruptcy appeal of *Tomkins and another v. Saffery* was decided. The bankrupt Cooke being unable to meet his liabilities, sent to the secretary of the Stock Exchange, of which he was a member, an official notice to that effect, and in accordance with the rules of the Stock Exchange he was declared a defaulter, and a meeting of the Stock Exchange creditors was summoned by the official assignee of that body. He attended the meeting and presented a statement of his property and liabilities, and it was agreed that the creditors would be content if he paid a composition of 13s. 4d. in the pound. His assets amounted to about £8,000, including a balance of £5,000 at the Bank of England. His debts to members of the Stock Exchange were about £25,000; he stated at the meeting that he had no other creditors, and that though he had received large advances from his father-in-law they had been made in the form of a gift, and not of a loan. In accordance with the request of the official assignees he gave them a cheque for the £5,000, which they proceeded to distribute among the Stock Exchange creditors, having previously collected about £360 due to Cooke in respect of Stock Exchange differences. Cooke was soon afterwards adjudicated a bankrupt on the petition of his father-in-law, who claimed from him the sum of £107,000 for money lent. The trustee under the bankruptcy then claimed to have the £5,000 refunded to him, but Mr. Registrar Peppys (sitting as Chief Judge in Bankruptcy) held that the official assignees of the Stock Exchange were entitled to retain it; but this decision was reversed by the Court of Appeal, consisting of James, Baggallay, and Brett, L.J.J. (*Ex parte Saffery, Re Cooke*, 25 W. R. 218, L. R. 4 Ch. D. 555). The official assignees appealed to the House of Lords, and it was contended (1) that the transaction was not void as a *cessio bonorum* since a substantial portion of the debtor's property was reserved; (2) that there was no fraudulent preference within the Bankruptcy Act, 1869, s. 92, since the £5,000 was paid in consequence of the pressure of the Stock Exchange creditors, and not spontaneously; and (3) that these creditors were protected under the same section as payees, "in good faith and for valuable consideration," and that, since they had no knowledge of any other claims against the estate, the decision in *Butcher v. Stead* (24 W. R. 463, L. R. 7 H. L. 839) was in point. The judgment of the Court of Appeal was affirmed by the Lord Chancellor, and Lords O'Hagan, Blackburn, and Gordon, without calling on the counsel for the respondent. Their lordships held (1) that, since the effect of the rules of the Stock Exchange was to place all the debtor's assets under the control of the official assignees, there had been an assignment of his estate generally for the benefit of a limited class of creditors; (2) that there had been a payment made with a view of giving certain creditors a preference over other creditors within the Bankruptcy Act, 1869, s. 92; and (3) that the Stock Exchange creditors were not protected under that section as payees "in good faith and for valuable consideration"; that they were affected by the knowledge of the debtor, and therefore *Butcher v. Stead* was not in point.

BANKRUPTCY—DISCLAIMER OF LEASE BY TRUSTEE—RIGHT TO REMOVE FIXTURES—BANKRUPTCY ACT, 1869, s. 23.—The Court of Appeal, on the 22nd inst., in a case of *Ex parte Stephens*, decided a question of importance with regard to the effect of section 23 of the Bankruptcy Act, 1869, which enables a trustee in bankruptcy to disclaim property of the bankrupt consisting (*inter alia*) of "land of any

tenure burdened with onerous covenants," and provides that "upon the execution of such disclaimer, the property disclaimed shall . . . if the same is a lease, be deemed to have been surrendered" on the date of the order of adjudication. In *Ex parte Stephens*, the trustee, after he had executed a disclaimer of the lease of a house which was vested in the bankrupt, but before he had entirely given up possession of the premises to the landlord, severed and removed from the premises the tenant's fixtures. The court (James, Baggallay, and Thesiger, L.J.J.) held that, though the trustee had a right to remain in possession of the property until he had made up his mind whether he would disclaim the lease or not, yet, as soon as he had disclaimed, he became a mere trespasser as from the date of the adjudication. The ordinary rule, therefore, applied that a tenant must remove fixtures, which he is entitled to remove, during his term, and if he does not do so they become the property of the landlord. The trustee was therefore ordered to restore the fixtures or to pay the value of them to the landlord.

PROOF IN BANKRUPTCY—NOTICE OF ACT OF BANKRUPTCY AVAILABLE FOR ADJUDICATION—BANKRUPTCY ACT, 1869, s. 31.—The same day, in a case of *Ex parte Crosbie*, a question arose upon the construction of section 31 of the Bankruptcy Act, 1869, which provides that "no person having notice of any act of bankruptcy available for adjudication against the bankrupt shall prove for any debt or liability contracted by the bankrupt subsequently to the date of his so having notice." The question was whether any, and if so what, limitation is to be placed on the generality of these words, or whether they mean that any creditor who happens to have contracted a debt with notice that his debtor has committed an act of bankruptcy is precluded from proving for the debt, it might be years afterwards, when the debtor has been adjudicated a bankrupt upon some other act of bankruptcy committed long after the debt was contracted. The question arose in this way:—On the 19th of October, 1874, a debtor filed a liquidation petition. The creditors, at their first meeting on the 17th of December, resolved to accept a composition of 7s. 6d. in the pound, payable in three instalments of 4s., 2s., and 1s. 6d., respectively three, six, and nine months after the date of the registration of the resolutions, the third instalment being secured by the guarantee of a surety. The resolutions were confirmed at the second meeting on the 31st of December, and were registered. The guarantee was executed by the surety on the 21st of December. The debtor paid the first instalment, but made default in payment of the second and third, and the surety paid the third. Before he did so, viz., on the 14th of October, 1875, the debtor was adjudicated a bankrupt upon the petition (presented on the 1st of October) of a creditor who was not bound by the composition by reason of his name not having been inserted in the debtor's statement of affairs, the act of bankruptcy being the non-compliance with a debtor's summons. The title of the trustee under this adjudication, of course, related back to the filing of the liquidation petition under section 11 of the Act. The surety claimed to prove in the bankruptcy for the sum which he had paid to meet the third instalment of the composition, and his proof was objected to on the ground that the bankrupt had contracted the liability when the surety had had notice of an act of bankruptcy, viz., the filing of the liquidation petition. It was contended on behalf of the trustee that, if any limitation at all was to be placed upon the generality of the above words of section 31, the only possible limitation would be the period to which the title of the trustee related back, i.e., twelve months before the order of adjudication, and, if that were so, the surety would be precluded from making the proof. The court (James, Baggallay, and Thesiger, L.J.J.), however, held that the section must be taken to mean notice of an act of bankruptcy which would have been available for the making of the particular adjudication which had been made, i.e., an act which had been committed within six months before the presentation of the petition on which the actual adjudication had been made. Consequently, there was no objection to the surety's proof, and it was ordered to be admitted.

PRACTICE—PETITION—FOOT-NOTE—SERVICE ON PLAINTIFFS AND DEFENDANTS—PARTIES TO BE NAMED—INSUFFICIENT DESCRIPTION.—In a petition heard by the Master of

the Rolls on the 17th inst., the foot-note stated that it was intended to serve the petition on "the plaintiffs and defendants." The Master of the Rolls on making the order stated that the respondents should have been mentioned by name, and that the above description was insufficient.

PRACTICE—NON-APPEARANCE OF PLAINTIFF AT TRIAL—PROOF BY DEFENDANT OF SERVICE OF NOTICE OF TRIAL—RULES OF COURT, 1875, ORD. 36, RR. 10, 19.—In an action of *Robson's Estate (Robson v. Robson)*, before the Master of the Rolls on the 19th inst., on the case being called on, no one appeared on behalf of the plaintiff. On the application of the defendant, and without any proof of service of notice of trial, the Master of the Rolls, after consultation with the registrar, dismissed the action with costs. This decision apparently conflicts with that of Mr. Justice Fry in *Cockle v. Joyce* (ante, p. 51), where he held that an affidavit of such service must be produced.

STATUTE OF FRAUDS—SECTION 7—DECLARATION OF TRUST OF LAND—PARTY BY LAW ENABLED TO DECLARE TRUST—TRUSTEE AND BENEFICIAL OWNER—UNSIGNED POSTSCRIPT TO LETTER.—A question upon the construction of the 7th section of the Statute of Frauds arose in a case of *Kronheim v. Johnson*, decided by Fry, J., on the 18th inst. The section in question provides that "all declarations or creations of trusts or confidences of any lands, tenements, or hereditaments shall be manifested and proved by some writing signed by the party who is by law enabled to declare such trust, or by his last will in writing, or else they shall be utterly void and of none effect." The question was whether when the legal estate in the land of which the trust is declared is already vested in a trustee for a beneficial owner the writing manifesting the trust must be signed by the legal owner or by the equitable owner, or whether a signature by either is sufficient. In *Tierney v. Wood* (19 Beav. 330), Lord Romilly, M.R., held that, under such circumstances, the beneficial owner is the person by law entitled to declare the trust and the proper person to sign the writing by which it is proved. But in the circumstances of that case it was only necessary to decide that the signature of the beneficial owner was sufficient. In *Kronheim v. Johnson*, the question was directly raised whether the signature of the legal owner was of any validity. The plaintiff had requested the defendant Johnson to take in his own name the lease of a house, she providing him with part of the purchase-money, and the residue being raised by a mortgage of the property. The defendant Johnson carried out this arrangement and made himself personally liable upon the covenants in the lease and in the mortgage. The plaintiff's intention was to make a voluntary settlement of the house in favour of an infant grandson, and the reason why she did not take the lease in her own name was this, that she was a married woman living apart from her husband, but had not obtained a decree for a judicial separation, or a protection order. Soon after the execution of the lease and the mortgage, the defendant Johnson executed a deed of settlement whereby he assigned the property (dealing with it as if he were the sole owner) to himself and another person, on trust to apply the income towards the maintenance, education, and advancement of the plaintiff's grandson during his minority, and on his attaining twenty-one to assign the property to him absolutely; but in case he should die under twenty-one then the property was to revert to and form part of the personal estate of the defendant Johnson. The plaintiff alleged that this was not the settlement which she intended to make, and which she had arranged with the defendant Johnson should be made, but that she had intended to reserve a life-estate in the property to herself in the first instance, and an ultimate remainder, in case the infant should die under twenty-one without issue, to the infant's father. And the plaintiff claimed to have the deed of settlement which the defendant Johnson had executed declared void, and given up to be cancelled, and an order that the defendant and his co-trustees (also a defendant) should assign the property to her or as she should direct. On behalf of the defendant Johnson, and of the infant, it was argued that the settlement executed by him alone was a valid declaration of trust of the property such as to satisfy

the 7th section of the statute. But Fry, J., held, in accordance with the opinion of Lord Romilly in *Tierney v. Wood*, that the person by law enabled to declare the trust was the beneficial owner and no one else. It was further contended that the arrangement for the settlement was in truth a matter of bargain between the plaintiff and Johnson, he giving valuable consideration in taking on himself the burden of the covenants in the lease and in the mortgage; that he was therefore a person jointly interested in the property, and competent alone to make a valid settlement of it. Fry, J., however, held that one co-owner of land could not make a valid settlement of it without the concurrence of the other. A third argument on behalf of the defendant was founded on the circumstance that the plaintiff herself had, in a postscript to a letter written by her to the mother of the infant grandson, mentioned the fact of the purchase of the house and the intended settlement of it on the infant, and it was said that she had in that postscript used language which amounted to a declaration of trust of the property and to a valid irrevocable settlement of it upon the infant, and that consequently the plaintiff was not entitled to claim an assignment of the lease to herself. It was admitted that the postscript was in fact written by the plaintiff, and that it was inclosed in the same envelope with the letter. But the postscript was written upon a separate sheet of paper from the letter, and, though the letter was signed with the plaintiff's initials, the postscript was not signed at all, and there was no reference in the letter to the postscript. Under these circumstances, Fry, J., held that the postscript was not signed so as to satisfy the statute, and consequently that the plaintiff was entitled to have the property assigned to her absolutely, subject to the mortgage, she indemnifying Johnson against the lessee's and mortgagor's covenants. But, inasmuch as the plaintiff's desire to have the matter kept secret might well have induced Johnson, when he instructed his solicitor to prepare the settlement, to represent the property as his own absolutely, and thus have led to the insertion of an ultimate trust in favour of Johnson, Fry, J., declined to order him to pay the plaintiff's costs of the action, but left each side to pay their own costs.

RESTRICTIVE COVENANT — ASSIGNEE WITH NOTICE — PUBLIC-HOUSE — COVENANT TO BUY BEER FROM A PARTICULAR BREWER ONLY — IMPLIED CONDITION TO SUPPLY GOOD BEER.—In a case of *Luker v. Dennis*, heard by Fry, J., on the 21st inst., a question of some importance was decided with regard to the operation of a restrictive covenant in the lease of a public-house binding the lessee to purchase the beer to be consumed on the demised premises, as well as on other premises occupied by him, from a particular brewer only, the lease having been assigned to a person who had implied notice of the covenant. In December, 1873, a public-house, called the Milton Arms, was demised by one Worraker to James Crabb for twenty-eight years from the 25th of December, 1873. On the 31st of March, 1874, Usborne, a brewer (who was the owner in fee of another public-house called the Sutton Arms, which business, as well as the business of his brewery, he had contracted to sell to Luker & Co.), with the concurrence of Luker & Co., demised the Sutton Arms to James Crabb and Henry Dennis for ninety-nine years, from the 29th of September, 1873. This lease contained a joint and separate covenant by Crabb and Dennis with Usborne and with Luker & Co. that the lessees, their executors, administrators, and assigns would purchase from Usborne, his heirs and assigns, until the completion of the sale to Luker & Co., and after the completion of that sale from Luker & Co., their executors, administrators, or assigns, all the beer which should be sold or consumed upon the Sutton Arms during the term thereby granted, and also upon the Milton Arms whereof the lessees were then tenants, for all the residue of their existing tenancy. And Usborne, and also Luker & Co., covenanted with the lessees, their executors, administrators, and assigns, that they their heirs or assigns, should and would respectively supply the lessees, their executors, administrator, or assigns, with all the beer they might require for sale or consumption upon the Milton Arms and the Sutton Arms, such beer to be of the same quality and price as that then supplied by Usborne to the houses in the neighbourhood. The sale by Usborne of the Sutton Arms and of the brewery business to Luker & Co. was afterwards com-

pleted. On the 23rd of May, 1874, Crabb assigned the lease of the Milton Arms to the defendant, Benjamin Dennis, and the defendant, on the occasion of his making that purchase, had notice that some arrangement existed by which the lease of the Milton Arms was bound to purchase beer from Luker & Co. The defendant entered into possession of the Milton Arms, and carried on the business of a publican there. In June, 1874, Luker & Co. lent him £250 upon the security of a mortgage by way of underlease of the Milton Arms. This underlease contained a covenant by the defendant with Luker & Co. that he, his executors, administrators, and assigns, would at all times during the term of twenty-eight years purchase of Luker & Co. all beer which might be brought by the defendant, his executors, administrators, or assigns, on the Milton Arms, and it was declared that this covenant was to be performed whether the £250 were repaid to Luker & Co. or not. The £250 was repaid by the defendant, and after this Luker & Co.—alleging that the defendant refused to purchase the beer sold and consumed at the Milton Arms from them, but that he purchased the same from other brewers, although Luker & Co. were ready and willing and had offered to supply the defendant with beer in accordance with their covenant—commenced this action, praying an injunction and damages against the defendant. On behalf of the defendant it was urged that the principle of the numerous cases in which it has been held that, when land is subject in the hands of an assignor to a restrictive covenant with respect to its use, his assignee, who purchases the property with notice of the covenant, is in equity bound by it, even though the covenant does not at law run with the land, is only applicable to cases in which some relation in regard to the land (such as the relation of vendor and purchaser, or that of lessor and lessee) existed between the original covenantor and covenantor independently of the relation constituted by the covenant, and that the principle could not apply to a case where, as in *Luker v. Dennis*, so far as the restrictive covenant affecting the Milton Arms in the deed of the 31st of March, 1874, was concerned, the covenantor and covenantee were, except by virtue of the covenant, entire strangers in respect of the Milton Arms. And in support of this contention reliance was placed on *Keppell v. Bailey*, 2 M. & K. 517, where Lord Brougham held that “a covenant by the owner of a messuage and land with the owner of a neighbouring lime work and railroad, that he and his executors and assigns will always use that lime work and railroad for making iron at, and carrying it from such, messuage” was not binding at law or in equity upon the assigns of the covenantor, even though they purchased with notice of the covenant. That case, it was said, had never been overruled, and in all the subsequently reported cases in which assigns with notice have been held bound in equity by a restrictive covenant, there had existed, as a matter of fact, some such antecedent relation between the original covenantor and covenantee, though it was admitted that the courts had not based their decisions upon the existence of that relation. Fry, J., said that since *Keppell v. Bailey* was decided, the equitable doctrine of notice had received a great extension, and he held that the decision in *Keppell v. Bailey* could not stand consistently with the more modern cases, and that he was not bound by it. The principle, as explained by the late Lord Justice Knight Bruce, in *De Mattos v. Gibson* (7 W. R. 152, 4 De G. & J. 282), was this—“Reason and justice seem to prescribe that, at least as a general rule, where a man, by gift or purchase, acquires property from another, with knowledge of a previous contract, lawfully and for valuable consideration made by him with a third person to use and employ the property for a particular purpose in a specified manner, the acquirer shall not, to the material damage of the third person, in opposition to the contract and inconsistently with it, use and employ the property in a manner not allowable to the giver or seller.” And this view was approved and adopted by the Court of Appeal in the recent case of *Catt v. Tourle* (17 W. R. 939, L. R. 4 Ch. App. 654), which was a suit by brewers to enforce a restrictive covenant with respect to the sale of beer, as well as in other cases. Fry, J., accordingly held that the defendant, having purchased the property with notice of the covenant in the deed of the 31st of November, 1874, was bound by it to the same extent as the original covenantor would have been. But his lordship held that the defendant's obligation to fulfil the

covenant was subject to the condition that the plaintiffs should be ready and willing to fulfil their covenant contained in the same deed. And, with regard to the defendant's own covenant contained in the mortgage deed of June, 1874, his lordship held, in accordance with such cases as *Cooper v. Twibill* (3 Campb. 286); *Stancliffe v. Clarke* (7 Ex. 439); *Holcombe v. Hewson* (2 Campb. 391); and *Thornton v. Sherratt* (8 Taunt. 529), that the covenant was subject to the implied condition that the plaintiffs should be ready and willing to supply the defendant with beer of a good marketable quality. With regard to either covenant a single breach by the plaintiffs would not release the defendant from his obligation for the future. In order that he might be released, it must be shown that the plaintiffs had committed such breaches of their covenant or their implied obligation as to lead to the legitimate inference that they were not ready and willing to fulfil it. Evidence must, therefore, be admitted to show whether the acts or defaults of the plaintiffs amounted to an unreadiness and unwillingness on their part to fulfil their obligation, expressed or implied.

LORD JUSTICE CHRISTIAN ON "OFFICIAL" LAW REPORTING.

On Friday, the 16th, the Court of Chancery Appeal at Dublin was thronged before their lordships sat, the special inducement being the expected denunciation by the Lord Justice Christian of the official reports of cases heard and decided in that court. The audience included a strong muster of the junior bar, but the Queen's Counsel's seat was nearly empty.

At eleven o'clock the Lord Chancellor and the Lord Justice took their seats on the bench, and the case of *Hone v. Blanchi* was called on for judgment.

The Lord Chancellor stated at considerable length his reasons for affirming the judgment of the Master of the Rolls, and dismissing both the appeals with costs.

The Lord Justice Christian then fulfilled his promise. He commenced by stating that he was obliged at present to withhold his reasons for concurring in the decision of the Lord Chancellor that the appeals should be dismissed, with costs, because, unhappily, he was too familiar with the fact that his judgments had been presented in a manner misleading to litigants and discreditable to the court. If he had only himself to think of he might be content to rest with a simple repudiation of the incompetent reports, but as such reports must do great mischief, he felt bound to notice in a public way the versions of his decisions given in a publication which for years had existed, pretending to have the authority of the court itself. He would show that what purported to be truthful deliverances by the court were merely an incoherent, unintelligible jargon. First, however, he wished to say, it was with the Council of Law Reporting, and not their representative in that court, he was concerned. To that gentleman's misfortune, and possibly his permanent detriment, he persisted in maintaining a false position to which he had no claim, and to him (the Lord Justice) it was most painful that it was only through that gentleman and his performances he could reach those who stood behind him, and who should accept his responsibilities. At the end of last July he warned the Council of Law Reporting that to palm off as his judgments their reporter's notes would be "to practise deception upon their readers and defamation upon the court." A fortnight later there appeared in the August number of the *Irish Reports* what professed to be a report of the case of *Lewis v. Lewis*. An examination of that report would test the truth or falsehood of his warning. He found in *Lewis v. Lewis* fourteen pages of what professed to be a *verbatim* report of his judgment—in the first person—the very words, as it were, that fell from his lips. Well, no doubt many of his judgments were unsound in reasoning and erroneous in conclusion, but he would be surprised to hear that pointless inanities and dislocated absurdities were amongst his faults. He was unconscious of exaggeration when he said that if the thing which appeared as his judgment in *Lewis v. Lewis* was a true report it would be sufficient of itself to justify a address to the Crown for his removal from that court for sheer incompetency and dotage. That was a strong assertion, and he was bound to make it good. He would do

so. His lordship then proceeded to detail the facts of *Lewis v. Lewis* and the legal question raised, and to criticize severely the report. In another case referred to by his lordship, he said he was similarly dealt with. Now, the serious aspect of the case was the inevitable ridicule which such caricatures of the utterances of the court must provoke amongst the profession of the law in England and in the colonies. There was also the danger of misleading and injuring suitors. Turning to another topic—the class of cases supplied in the *Irish Reports*—the Lord Justice charged that the cases of real value and importance, because dealing with questions relating to Irish law and procedure only, were altogether neglected, while ordinary cases relating to English law were attended to, the decision of the Irish courts on these being of no authority or value. The Lord Justice referred to other cases in which his judgment, as he asserted, had been presented in an entirely false and perfectly ludicrous aspect. It was no justification for this to append a note that the reports had been "unrevised." They should not be put forward as his if they had not, at all events, the semblance of correctness. But he asked the Council of Law Reporting why they troubled themselves with attempting to report the ordinary cases depending upon English law? He ridiculed the idea of Irish legal reports being regarded as binding authorities in England, and instances cases where judges at Westminster refused to be bound by them, although these same judges were unquestionably bound by decisions of courts of co-ordinate jurisdiction in England. It had been long his decision that general law reporting in Ireland was a mistake, and for two reasons—first, if conducted on a respectable scale it would not pay, the market being too limited, and it would result in a miserable production such as he was exposing; secondly, it ought not to pay, as it had no intrinsic value, for, constitutionally speaking, the decisions on points of general law were not a binding authority. When they wanted to know what was the law of Ireland, there was previously the question, what was the law of England? He did not like to find fault without suggesting a remedy. Instead of a council of imposing names, where the business was everybody's, and, consequently, nobody's, there ought to be a private publisher of character and enterprise whose own pecuniary interest would be involved, instead of that pretence of general reporting which must result in financial failure. The programme ought to be confined to the specially Irish cases such as he had enumerated, and instead of having a little army of stipendiaries eating into the subscriptions, two or three men of standing, already men of promise, who would not have to sit all day taking notes, nine-tenths of which would be worthless, but give their attendance to a limited class of cases of importance which would be known to be coming on. Really it was not every one who wore a wig who was fit to be a law reporter, nor could every one follow the argument in court for which he had no previous preparation. Judging from his own experience, he remembered having sat for long years in court, and having given up in despair the hope of being able to attain the position of a practising barrister, through the inability he felt of keeping up intelligently the arguments of counsel or the judges. It was no discredit for any junior barrister to say that for years he had been unable to do that. In the whole mass of printed matter since the day of Caxton he ventured to say there could not be found in equal space such a mass of utterly worthless reading as was contained in the volumes of the *Irish Reports*. He asked them to spare that court or to spare himself, or, at least, to be content by referring to him as assenting or dissenting, as the case might be, but the answer was *non possumus* by reason of the authority committed to them. He wondered how, where, or when was the authority so committed to them?

Shortly after the Lord Justice began his comments upon the law reports, many of the "junior" bar left court in a body, and did not return.

On the 15th inst., after dinner at the Middle Temple, a portrait of the Prince of Wales, subscribed for by the members of the Inn, was uncovered by the treasurer, Mr. Johnson, Q.C. Among the guests, in addition to several judges and the treasurers of the Inns of Court, were Mr. E. F. Burton, President of the Incorporated Law Society, and Mr. Raper, Mayor of Chichester.

Appointments, &c.

Mr. REGINALD STEWART BODDINGTON, solicitor, of 15, Markham-square, Chelsea, S.W., has been appointed a Commissioner to Administer Oaths in the Supreme Court of Judicature in England.

Mr. ISAAC BUGG COAKS, solicitor (of the firm of Coaks, Rackham, & Cooper), of Norwich, has been appointed Under-Sheriff of the City and County of the City of Norwich for the ensuing year. Mr. Coaks was admitted a solicitor in 1854, and is clerk to the magistrates for the Blofeld and Walsham Divisions of the county of Norfolk.

Mr. GEORGE COLLARD, solicitor, of Canterbury, has been appointed Under-Sheriff of the City and County of Canterbury for the ensuing year. Mr. Collard was admitted a solicitor in 1873.

Mr. JAMES FRASER, solicitor, of Ashford, had been appointed Clerk to the Ashford School Board.

Mr. FREDLAND FILLITER, solicitor, of Wareham and Swanage, has been appointed Clerk to the Wareham Burial Board. Mr. Filliter was admitted a solicitor in 1835, and is also recorder of the old borough of Wareham, registrar of the county court, and clerk to the Wareham Board of Guardians, the Local Board of Health, and the Commissioners of Property, Land, Income, and Assessed Taxes. His son, Mr. George Clavill Filliter, solicitor, is town clerk and clerk to the borough magistrates.

Mr. HERBERT GEORGE GOLDINGHAM, solicitor, of Worcester, has been appointed Under-Sheriff of the City and County of the City of Worcester for the ensuing year. Mr. Goldingham was admitted a solicitor in 1841.

Mr. FRANCIS EDWARD GUISE, barrister, has been appointed by Earl Ducie, Lord Lieutenant of Gloucestershire, to be Clerk of the Peace for that county, in the place of Mr. George Riddiford, deceased. Mr. Guise is the second son of the late General Sir John Wright Guise, Bart. He was called to the bar at Lincoln's-inn in Michaelmas Term, 1856, and formerly practised on the Oxford Circuit. Mr. Guise is recorder of the City of Hereford, and has been stipendiary magistrate at Chatham and Sheerness since 1867.

Mr. CHARLES HALL, barrister, has been appointed Attorney-General to his Royal Highness the Prince of Wales, in succession to Lord Justice Thesiger. Mr. Hall is the son of Vice-Chancellor Sir Charles Hall. He was called to the bar at Lincoln's-inn in Michaelmas Term, 1866, and is a member of the South-Eastern Circuit.

Mr. EDWARD HOLBROED HOULDTCH, solicitor, of Exeter, has been re-appointed Under-Sheriff of the City and County of the City of Exeter for the ensuing year.

Mr. FRANCIS TREGONWELL JOHNS, solicitor, of Blandford-Forum, Dorset, has been elected Mayor of that borough (for the fifth time) for the ensuing year. Mr. Johns was admitted a solicitor in 1843, and is registrar of the Blandford County Court, district registrar of the Court of Probate, registrar of the archdeaconry of Dorset, clerk to the Blandford Board of Guardians, Highway Board, and Burial Board. His partner, Mr. Sinclair Traill, is clerk to the Local Board, and superintendent-registrar, and the firm are joint clerks to the county magistrates for the petty sessional division of Blandford.

Mr. CHARLES JONES, solicitor, of Welchpool and Llanfyllin, has been appointed a Perpetual Commissioner for Montgomeryshire for taking the Acknowledgment of Debts by Married Women.

Mr. MARCUS LOUIS, solicitor, of Ruthin, Rhyl, and Corwen, has been elected Mayor of the Borough of Ruthin for the ensuing year. Mr. Louis was admitted a solicitor in 1855, and is in partnership with Mr. William Osbert Edwards. He and his partner are joint clerks to the county magistrates at Corwen, and solicitors to the Rhyl Improvement Commissioners. This is the second time Mr. Louis has been elected mayor of Ruthin.

Mr. WALTER MAYHEW, solicitor, of Wigan, has been re-elected Mayor of that Borough for the ensuing year. Mr. Mayhew was admitted a solicitor in 1860, and is in partnership with Mr. Frank Adcock. He is one of the

aldermen of the borough, and is clerk to the Ashton Highway Board.

Mr. JOSEPH EARLE OLLIVANT, barrister, has been appointed Chancellor of the Diocese of Llandaff. Mr. Ollivant is an M.A. of Balliol College, Oxford, and was called to the bar at the Inner Temple in Trinity Term, 1873.

Mr. BECHER TIDD PRATT, solicitor, of Newark, has been elected Mayor of that borough for the ensuing year. Mr. Pratt is one of the sons of the late John Tidd Pratt, Esq., registrar of friendly societies, and was admitted a solicitor in 1854. He is in partnership with Mr. Grosvenor Hodgkinson, junior, and Mr. Robert Hodgkinson, and is one of the aldermen of the borough.

Mr. EDWARD SAXELBYE, solicitor (of the firm of England, Saxelbyes, & Sharp), has been re-appointed Under-Sheriff of the Town and County of the Town of Kingston-upon-Hull, for the ensuing year.

Mr. FREDERIC STOKES, solicitor, of 16, Philpot-lane, has been appointed Proctor to the Admiralty, in the place of his father, the late Mr. Henry Graham Stokes. Mr. F. Stokes was admitted a solicitor in 1872, and is in partnership with Mr. Albert Saunders.

Alderman DAVID HENRY STONE has been unanimously elected Treasurer for St. Thomas's Hospital. Alderman Stone was admitted a solicitor in 1839, and was for several years the head of the firm of Stone, Billingham, & Wood, of the Poultry, but he has now retired. He was for many years a member of the common council for the ward of Bassishaw, and in 1864 he was elected alderman of that ward. He was sheriff for the year 1867-8, and Lord Mayor for the year 1874-5. Alderman Stone was for some years a representative of the City of London at the Metropolitan Board of Works, and he is a magistrate for the borough of Hastings.

Mr. WALTER THOMAS SWAYNE, solicitor, of Glastonbury, has been elected (for the second time) Mayor of that Borough for the ensuing year. Mr. Swayne was admitted a solicitor in 1857. He is also captain of the Glastonbury Rifle Volunteers.

Mr. DANIEL RYAN THANE, Q.C., has been appointed Recorder of the City of Cork, in the place of the late Mr. William Forsayeth, Q.C. Mr. Thane was called to the Irish bar in 1825, and became a Queen's Counsel in 1847, and he is chairman of Quarter Sessions for the East Riding of the County of Cork.

Mr. THOMAS MARTIN WILKIN, solicitor, of 12, Farnival's-inn and Lynn, has been elected an Alderman for the Borough of King's Lynn. Mr. Wilkin was admitted a solicitor in 1839, and is one of the coroners for the county of Norfolk.

Mr. Henry Harding Samuel Canynghame, B.A., scholar of St. John's, Cambridge, has been elected to a M'Mahon law studentship for three years, and Mr. James Trastram, LL.B., has been elected to a law studentship on the same foundation for a period of four years. The annual value of these studentships is £150. They are intended for members of St. John's who are preparing to enter upon the legal profession as either barristers or solicitors.

At the Central Criminal Court on Thursday, Pembroke Marshall was indicted for wilful and corrupt perjury in certain proceedings before Mr. Justice Fry. The learned judge had been subpoenaed to give evidence, but upon the case being called on the learned counsel engaged in the trial agreed that his lordship's evidence would not be required. Mr. Justice Fry upon this said he had no recollection whatever of the circumstances under which the perjury was alleged to have been committed, and therefore any evidence he could have given would necessarily have been but of the slightest importance. He must, however, protest against the course which had been adopted and which had led to his being subpoenaed. In consequence of this he had been compelled to adjourn his court at great public inconvenience in order that he might obey the summons.

Obituary.

MR. ROGER CHARLES BLAKEWAY.

Mr. Roger Charles Blakeway, solicitor, town clerk of the borough of Much Wenlock, died at his residence at that place, on the 10th inst. Mr. Blakeway was the youngest son of Mr. Roger Blakeway, of Wootton Hall, Oldbury, where he was born in 1820. He was admitted a solicitor in 1844, and had practised for over thirty years in the town of Wenlock. For several years he was in partnership with Mr. George Burd, and in 1848 he succeeded the late Mr. Humphrey Hinton as town clerk of the borough, which office he held up to the date of his death. He was also secretary and solicitor to the Wenlock and Severn Junction Railway Companies, clerk to the trustees of the Shrewsbury and Wenlock Turnpike Roads, and solicitor to the Wenlock Gas Company and the Society for the Prosecution of Felons. Mr. Blakeway had taken a warm interest in educational and sanitary movements in the town. In 1850 he rendered valuable services by revising the bye-laws of the borough, and he also worked hard to promote the connection of Wenlock with the line of the Great Western Railway. He took a great interest in the antiquities of Wenlock, and was always ready to show and explain the corporation archives which were in his position. Mr. Blakeway was buried at the parish church on the 14th inst., the mayor and corporation of Wenlock and a large number of private friends being present at the funeral.

Societies.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting of this society, held at the Law Institution, on Tuesday evening last, the 20th inst., Mr. J. W. Mills in the chair, the question appointed for the debate was—"In the winding up of a company, can a shareholder set off against the amount of a call made upon him before the winding up, a debt due to him from the company?"—the question arising on the various constructions of the Companies Act, 1862, in the following cases, viz.:—*Grisell's case*, *Calisher's case*, *Brighton Arcade Company v. Douling, Black & Co.'s case*, and *Stranton Iron Company (Barnett's case)*. Mr. A. M. Ellis, LL.B., opened the question in the affirmative. At the close of the discussion, the chairman having summed up, the question, being put to the meeting, was decided in the negative.

UNITED LAW STUDENTS' SOCIETY.

This society met on Wednesday evening last. Mr. Eubinstein presided. The subject of debate was "That the law should be amended with a view of providing greater facilities for obtaining divorces." Mr. Pitt Cobbett, B.A., and Mr. Dowson supported the motion, and Messrs. Kaine-Jackson and Bagot-Harte opposed. The debate was carried on by the members present, and the motion was ultimately lost.

LEEDS LAW STUDENTS' SOCIETY.

A meeting of this society was held on Monday last, the 19th inst., at which Mr. V. T. Thompson presided. The following was the question for discussion:—An infant makes a written promise without the assistance of the court to settle specified real property in consideration of marriage. He comes of age in 1851 and marries in 1852. In 1872 he executes a settlement in accordance with the promise, and subsequently enters into a contract for the sale of the property. Can this contract be enforced against the vendor and the trustee of the settlement? Mr. G. D. Lamb opened the subject in the affirmative, and Mr. H. Shaw in the negative. After some discussion the chairman summed up; and on the vote being taken the question was decided in the negative. The following

cases, amongst others, were referred to during the discussion:—*Holmes v. Blegg* (8 Taunt. 35); *Cornwall v. Hawkins* (41 L. J. Ch. 435); *Treadale v. Braithwaite* (L. R. 4 Ch. 85). A vote of thanks to the chairman concluded the meeting.

PLYMOUTH, STONEHOUSE, AND DEVON. PORT LAW STUDENTS' SOCIETY.

The fortnightly meeting was held at the Athenaeum, Plymouth, on Friday, the 15th inst., Mr. J. Loye, in the chair, the point for the evening's debate being "That the law of primogeniture be abolished, and that real estate should descend according to the Statute of Distributions." Mr. Symons, in the absence of Mr. Fox, opened the discussion, and was supported by Mr. Boase. Mr. France and Mr. Chubb having replied in the negative, the discussion was continued by the members, and ultimately decided in the negative by a majority of four.

THE LAW'S DELAY.

THE following letter from Mr. Osborne Morgan, Q.C. M.P., has appeared in the *Times*:—

A twelvemonth ago you did me the honour to publish a letter, in which I drew attention to the way in which the Judicature Acts had affected the business of the law courts, especially that of the Chancery Division, where the number of cases standing for hearing had nearly doubled since those Acts came into operation. When at a subsequent period I had an opportunity of bringing the question before the House of Commons I ventured to point out that to keep down the steady accumulation of work in that division at least two additional judges would be needed. The Government admitted the reality of the evil, but thought that it might be obviated by the creation of a single new judge. Yet, notwithstanding the admirable appointment of Mr. Justice Fry, it can scarcely be said that the existing judicial staff of the Chancery Division is able to keep down its own arrears, for with five judges of the first instance sitting at Lincoln's-inn instead of four, the number of cases standing for hearing has risen from 566 at Christmas to 601 at Michaelmas. I observe, indeed, that the Master of the Rolls was reported to have pointed to the number of causes "disposed of" since the commencement of the sitting, and to have said that the "block in the Chancery Division was more apparent than real." But as the majority of these cases have only been postponed to re-appear hereafter, I am afraid that the observations of that most able and learned judge might, with even more justice, be applied to the progress made with the cause lists.

It is said that these results are disappointing as they show that the more judges we have the more we want, and if the only result of multiplying judges is to multiply litigation, then the fewer judges we have the better. No doubt within certain limits, as recent experience has amply shown, every improvement in the administration of justice, every facility afforded to the suitor, tends to increase litigation. If you open new doors in the temple of justice, or keep those which you have wide open instead of half shut you will probably attract to it many persons who before would have turned away in despair. But to argue that for this reason the access to these doors ought to remain blocked is to contend that it would be better to close them altogether. Meantime every practitioner knows that there are still many Englishmen who deliberately prefer to be defrauded of their rights because, in their opinion, the delays in the administration of justice have made injustice the lesser evil of the two. I may be wrong, but I cannot regard such a state of things as creditable to a civilized community.

This time, however, the chief complaint comes from what used to be called "the other side of Westminster Hall." I am not sufficiently conversant with common law business to speak with any authority on the question; but with 860 jury causes standing for trial at Westminster, and the Government reduced to job the services of barristers in lieu of circuit judges, it is difficult to persuade even an outsider that things are in a satisfactory

condition. It will be said, no doubt, that by some mysterious redistribution of business or rearrangement of circuits, more work might be got out of each individual judge. Such suggestions have been made ever since I was called to the bar, but, when tried, they have generally ended like the once popular Chinese puzzle which consisted in getting a certain number of pegs into a certain number of holes, but which, after every conceivable combination had been tried, always resulted in some of the pegs not getting into any holes at all. Occasionally, no doubt, you may have a man on the bench whose extraordinary mental and physical energies enable him to get through as much business as two or even three of his colleagues; but such exceptions are necessarily rare. As a general rule, you cannot get one judge to do the work of two, any more than you can get a pint measure to hold a quart of water. The attempt, in the one case, will end in half the liquid being spilt; in the other, in half the business being badly done or left undone altogether.

How is it, then, that nearly all your correspondents who discuss the question assume that an increase in the number of judges, which to ordinary minds would appear the most natural solution of the difficulty, ought to be the very last remedy resorted to? The feeling is so deeply rooted and so widely spread that it may be worth while to inquire into its origin. Of course, every additional charge on the revenue ought to be closely watched. Commissioners and official referees, no doubt, are cheap, and judges are dear; although our recent experience in such matters shows that the lowest priced article is not always the cheapest in the end. But admitting to its fullest extent the *argumentum a crumend*, I hoped that I had shown by the statistics which I brought forward in the House of Commons, that our Vice-Chancellors, at least, were self-supporting, inasmuch as they and their staffs actually bring more money into the Exchequer than they draw out of it. But even if the fact were otherwise, an extra tax on litigation sufficient to redress the balance, however undesirable in principle, would be infinitely less burdensome to the suitors than the delays of which they complain. Neither can I admit the argument that if the number of judges were increased we should have to put up with inferior men on the bench. If, indeed, it were true that we have already used up the material out of which our judges are made, the prospect would be bad indeed. But I venture to think that it would be easy at this moment to pick out at least half a dozen men at the bar who, in the opinion of their professional brethren—not a very partial nor even a very friendly, body of critics—would be as qualified for a seat on the bench as the majority of its present occupants. The right men may or may not be selected, but there is no doubt about their being to be found if you will only look for them. As to the suggestion that lawyers want more judges because more judges would mean more work and larger fees, that may be a ground for distrusting their testimony, but not for rejecting it altogether, particularly when it is borne out by facts.

The mainspring of the objection was, I think, touched by your correspondent, "A Solicitor," a few days ago. He complains, and with justice, that subsequent experience has shown that nearly every recent increase in our judicial staff might have been dispensed with. Six years ago four judges were added to the Privy Council to clear off the accumulation of Indian appeals, and now there are only seven Privy Council cases standing for hearing. Last year two new law lords were created, and now the House of Lords, after hearing five or six appeals, adjourns till February. Of course, these appointments have done as little to relieve the block of business in the High Court of Justice as an addition to the native police of India would do to allay the burglary panic in our own suburban districts. But the argument passes current all the same. In all reforms there is no mistake so fatal as to begin at the wrong end, and this is just what we have done. The fact which I pointed out a twelvemonth ago remains uncontradicted and unchallenged. Between the years 1841 and 1877 we have made no substantial addition to the number of our judges of first instance, for the creation of three new common law judges some years ago was accompanied by the imposition of fresh duties. No doubt the county courts have done something to mend matters, though by no means as

much as might have been expected. But this raises a question far too large for the limits of a letter. Let any unprejudiced person compare the England of our day with the England of forty years ago, when railway enterprise was in its infancy and joint-stock companies almost unknown, and then say whether the supply of our judges, either in chancery or at common law, has kept pace with the increasing requirements of the times.

County Courts.

LEEDS.

(Before Mr. Serjeant TINDAL ATKINSON, Judge.)

Oct. 29.—*Whitehead v. Holdsworth*.

Coal Mines Regulation Act, 1872—Power of colliery owner to dismiss check-weighman.

The plaintiff in this case was brought by the plaintiff to recover £10 damages, for being prevented by the defendant from acting as a check-weighman to the men employed at the defendant's mine.

Clegg, for the plaintiff.

E. Tindal Atkinson, for the defendant.

HIS HONOUR:—The admitted facts were that, on the 4th of March, 1875, the plaintiff, being then in the defendant's service, was appointed the men's check-weighman. The appointment was made under the provisions of the Coal Mines Regulation Act, 1872, s. 18, which provides that the men employed at the colliery shall select one of their own body, being a person then employed by the coalowner, but who, on his appointment as check-weighman, shall act independently of him, to take an account of the weighing of the coal. For this service he was paid by the men, and became in fact, their agent, his duty being to exercise a supervision on their behalf over the quantity and weight of coal won from the mine. The plaintiff continued in this capacity up to the 11th of May of this year. A dispute having arisen between the defendant and his men he gave them, on the 11th of May, a seven days' notice to leave his service. The seven days expired on the 17th of May, but before its termination the men were told by the defendant that if they pleased they might continue their service, except some who were not required. When the men were assembled six of them were not engaged. The remainder resumed their usual work in the mine. No notice to leave the employment was given to the plaintiff. His wages as check-weighman were paid up to the day on which the notice expired. On the day after, when the men commenced working, the plaintiff, at the request of the men, attended, to perform his accustomed duties, but was prevented from doing so by one of the defendant's stewards, and on the 19th of May the defendant caused a notice in writing to be served upon the plaintiff, prohibiting him from being on the works. The plaintiff applied several times to be permitted to resume his work, but had been refused. The wages paid to him by the men were 31s. per week. Upon these facts, in order to enable the plaintiff to recover it must be shown that when the defendant refused to allow him to act as the men's check-weighman he was at that time duly appointed. The 18th section of the Coal Mines Regulation Act expressly provided that the person so appointed should be one of the persons employed either in the mine in which he was so stationed or in another mine belonging to the same owner. For some reason the legislature seemed to have thought it desirable that the owner of the mine should have the means of knowing the character of the person who was to be interposed as check-weigher between him and his men, and hence the condition that he must be in the employment of such owner, such employment affording the desired means of information. With regard to whether the contract of service between the plaintiff and his men was terminated by giving the notice, and that when the men went to work on the 18th, the day after the notice expired, they began work under an entirely new contract, in the absence of any decided case on the subject, it seemed to fall within the principle of the cases of *Taylor v. Whalley* (37 L. J. Ex. 173) and *Dight v. Dunnett* (22 L. J. C. F.

79), in which it was held that, as between landlord and tenant, where a notice to quit was given by the landlord, it could not be done away with without the tenant's consent, and if the tenant consented, then there was a new agreement between the parties and a new tenancy was created, which existed only under the new agreement. Jervis, C.J., in *Blyth v. Bennett*, observed, "Is not the word 'waiver' a short expression meaning that a new tenancy has been created?" It must be conceded that in the present case, when the plaintiff became in the first instance the check-weigher for the men, the relation of master and servant, as between him and the defendant, entirely ceased. In what way, then, supposing the decision in *Taylor v. Widging* was applicable, and that the men entered into the service under a new contract on the 18th of May, could it be said the plaintiff was, he being in the employment of the defendant at the time, duly appointed the check-weigher? It appeared to him that if the notice had determined the contract which had existed up to the time of giving it, then it was the same as if on the 18th of May, when the new contract came into force, the men had all been fresh comers, with whom a new and binding agreement had been made, and who, by the terms of the 18th section, must have selected from among themselves, who had been so engaged for the first time, a new check-weigher. On these grounds he must hold that the plaintiff, not being in the employment of the defendant when the new contract came into force, namely, on the 18th of May, the defendant was justified in prohibiting him from entering his works in order to discharge the duties of a check-weigher, and that in this case there must be a verdict for the defendant, with costs. Leave to appeal.

Law Students' Journal.

CALLS TO THE BAR.

The under-mentioned gentlemen were on Saturday called to the bar, viz. :—

LINCOLN'S INN.—Walter Broad Stocker Yarde, Esq., M.A., Oxford; John Scott Fox, Esq., B.C.L. and M.A., Oxford; James Eastwick, Esq., B.C.L. and M.A., Oxford, and Eldon Scholar; William Hubert Manning, Esq., B.A. Oxford; Cecil Scott Arkeoll, Esq., B.A., Oxford; Pulicat Ratanavelu Chetti, Esq., B.A., Madras University; Reginald Merivale, Esq., B.A., Cambridge; Charles Stuart Bayley, Esq.; Robert William Spottiswoode Pinhey, Esq., B.A., Oxford; William Woodhouse Fisher, Esq.; George Henry Mellor, Esq., B.A., Oxford; Victor Alexander Lionel Dawson Parnell, Esq., B.A., Oxford; Swinford Leslie Thornton, Esq., B.A., Oxford; Thomas Clarkson, Esq., M.A., Cambridge; Frederick Joseph Frankan, Esq., B.A., and LL.B., Cambridge; Frederick William Pennesfather, Esq., LL.M., Cambridge; and William Henry Bowles Esq.

MIDDLE TEMPLE.—Moritz Lichtenstein, Esq.; Arthur Ormsby Brown, Esq.; Luke Sweetman Eiffe, Esq., of the Irish Bar, and of Trinity College, Dublin, B.A.; Henry Ambrose Scrivener, Esq.; Henry Edward Gurner, Esq., of Trinity College, Cambridge, B.A.; Raymond Louis Roumieu, Esq.; David Archer Vaughan Colt-Williams, Esq., of Jesus College, Oxford, B.A.; Tucker Fulton Squarey, Esq., Pembroke College, Oxford; Charles Herbert Mounsey, Esq.; John Morrison Davidson, Esq., of Aberdeen University; Corrie Brighton Grant, Esq.; Sadashiva Nana Trilokekar, Esq., of Bombay University; William George Thorpe, Esq., of Queen's College, Cambridge, Scholar; Arthur Charles Joseph Powell, Esq., of the University of London, holder of a scholarship in equity granted by the Middle Temple; Francis Peabody, Esq., of Trinity College, Cambridge, LL.B.; James Charles Chaplin, Esq.; Frederick Medwin, Esq.; Samuel Bennett, Esq.; William Hollingworth Quayle-Jones, Esq., of Gosville and Caius College, Cambridge, B.A.; and Mr. John Ormerod Pilkington, of Trinity Hall, Cambridge, B.A.

INNER TEMPLE.—Edwyn Anthony, Esq., Oxford; Thomas Arthur Neate, Esq., B.A., Cambridge; Reginald Justus Wimberley; Henry Chaloner Smith, Esq., M.A., Oxford; Francis Alvey Rhodes Darwin, Esq., B.A., Cambridge; the Hon. Walter Francis Holy-Hutchinson, B.A., Cambridge; Arthur Joseph Paton, Esq.; James Algernon Brown, Esq., M.A., Oxford; Herbert Francis Manisty, Esq.,

LL.B., Cambridge; Warren Hastings Sands, Esq., B.A., Oxford; William Henry Archibald Christie-Miller, Esq., B.A., Oxford; William Henry Solomon, Esq., B.A., Cambridge; Archibald Buchan Hepburn, Esq., B.A., Cambridge; Arthur M'Kenzie Cardwell, Esq., B.A., Oxford; Charles Francis Wright, Esq., B.A., Oxford; Augustus Henry Frazer Lefroy, Esq., B.A., Oxford; Charles George Henry Teniswood, Esq., B.A., Cambridge; Hugh Phipps Hornaby, Esq., B.A., Oxford; Patrick Thomas Blackwell, Esq., B.A., London; Arthur Reginald Butterworth, Esq.; George Osborne Moore, Esq.; Joseph Armaud Patron, Esq.; Darcy Bruce Wilson, Esq., M.A., Oxford; Francis John Greenwell, Esq., B.A., Oxford; Percy Cotterill Wheeler, Esq.; George Carelake Thompson, Esq., LL.B., Cambridge; William Walter Smith, Esq., B.A., Cambridge; Percy Middleton, Esq.; George Alexander Dharmeratue, Esq.; and Ralph Kekewich Lopes, Esq.

INCORPORATED LAW SOCIETY.

List of candidates who passed the Final Examination, 6th and 7th of November, 1877.

Andrews, J. C. L.	Hepherd, Wm. H.
Ayrton, W.	Hickson, E., B.A.
Babington, H. N.	Hill, F. C.
Back, W. H.	Hill, W. E.
Baker, C. E.	Hornblower, H.
Baker, C. J.	Hughes, B. T.
Barber, J.	James, F. C.
Bentwith, H., LL.B.	Jeffreys, D.
Blake, E. J.	Johnson, E. E.
Boulton, T.	Johnson, R.
Bower, G. H.	Judge, A. J.
Boyle, H. E.	Kidd, R. F.
Bradshaw, R.	Kisch, A.
Brassey, E.	Knott, O.
Brooks, J. H.	Kyrke, A. V.
Bryden, H. A.	Langdon, W. G.
Butcher, W. H.	Lawford, G.
Cardale, G.	Lax, W., jun.
Carter, F. J.	Lee, B.
Carnell, J. F.	Leggatt, H. M.
Casper, P.	Lewis, C. T. C.
Cass, A. W.	Maher, Jas. W.
Cather, M. L. C.	Malcoln, W. J.
Champion, C. G.	Marx, J. P. W., B.A.
Chanter, A. H.	Mason, H.
Christie, H. S.	May, C. G.
Clare, J. F. L.	Mellows, W.
Clarke, F. E.	Miller, C.
Clutton, J., jun.	Minchin, J. G. C.
Cooper, J. H.	Moody, J. H.
Cosedale, C. A.	Moojen, H. E.
Costolow, T.	Moss, A.
Cox, J. C.	News n, H. R.
Dearle, J. G.	Nicholson, R.
Dodds, M. B., B.A.	Openshaw, J. G.
Dymond, A. H.	Owen, W. C.
Eastwood, F.	Pace, A. W.
Edwardes, L. J.	Palmer, G. H.
Edwards, T. C.	Pattenden, C. R. E.
Ellis, R. H.	Peet, Alfred
Fenwick, T. C.	Pennington, A. S.
Firth, H.	Piercy, J. W.
Foster, W. F.	Pilleau, F. H.
Frame, Thos. P.	Poyser, A. S.
Frodsham, F. W.	Preston, E. H.
Garnson, R. H.	Preston, M. C.
Gardner, C.	Procter, R.
Garret, J. P.	Purvis, A. K.
Gill, E. J.	Robinson, C.
Goodwin, F. B.	Roper, W. O.
Greenip, W. M.	Sawyer, F. E.
Grenside, C. E.	Scale, E. G.
Hamilton, A. H.	Seagrove, W. F.
Harcourt, A. A.	Shearman, J.
Harrop, E. T.	Skidmore, J. W.
Hart, E. L.	Smith, F. F.
Harwood, H., M.A.	Smith, H.
Haworth, J. P., B.A.	Stevens, T. W.
Hemwood, R.	Still, E. R., B.A.
	Stone, W. H. E.

Taylor, D. W. B.
Taylor, F.
Thomas, R. W. H.
Thorne, G. H.
Thornton, P.
Thursby, F.
Tidley, E. B., B.A.
Travell, G. T.
Turner, H. G.
Tutis, G.
Vials, T. H.
Wake, E. H., B.A.
Wallis, E. L.
Warren, J. C. M.A.
Watson, J. K.

Westcott, John
Whitaker, C. A.
White, N.
White, R. H., B.A.
Whitehead, J. E. L., B.A.
Whitehead, T. T.
Widdows, H. J.
Wilkinson, G. H.
Williamson, R. W.
Wilmot, S. C.
Withers, J. N.
Woodburn, J.
Wooler, W. R.
Wylie, J. G.
Yeoman, Jas.

Smith v Smith Act 1877 S. 109.
Lloyd v Jones Act 1877 L. 94.
Thomas v Nettlefold Act with wits 1877 T. 78.
Dawson v Barclay Act with wits 1876 D. 49.
Dobson v Jones Act with wits 1877 D. 36.
Billar v Power, Power v Billar Act 1876 B. 415
Hodson v Craidock Act with wits 1877 H. 24
Barber v Batchelor Act with wits 1876 B. 456
Hillier v Eyre M judgt 1877 H. 215
In re Turner, deceased, Turner v Turner M judgt 1877 T. 133.
Gasquet v Henley M judgt 1877 G. 183.
Davis v The London & Provincial Marine Insurance Co Act with wits 1877 D. 145
Stockwell v Hale Act & m judgt 1877 S. 225
Cargill v Bower Act with wits 1875 C. 42a.
Kershaw v Scaife M judgt 1877 K. 73.
In re Horne, deceased, Malkin v Horne Act with wits 1876 H. 461.
Boyson v Kennedy Act 1877 B. 294.
Macfarlane v Macfarlane M d 1873 M. 243.
Rolt v Coulton Act 1876 R. 236.

PART TWO.

From the Vice-Chancellor Sir Charles Hall's Cause Book.
Agnew v Workman Act 1877 A. 53.
Saner v Bilton Act 1876 S. 439.
Gibbs v Somerset & Dorset Ry Co Act 1877 G. 80.
In re Smeed, deceased, Smeed v Smeed Act 1876 S. 297.
Rees v Wigram Act with wits 1876 R. 267.
Luke v South Kensington Hotel C 1875 L. 23
Norwood v Hall Act with wits 1877 N. 27.
In re Skidmore, deceased, Slade v Skidmore M judgt 1877 S. 39.
Bassett v Naden Act and m for judgt with wits 1877 B. 284.
Morris v Somerset & Dorset Ry Co Act with wits 1877 M. 105.
Viener v Wolfgang Act with wits 1876 V. 34.
Tildersley v Harper Act with wits 1876 T. 67.
In re Bicknell, deceased, Measan v Bicknell Act 1877 B. 55.
Child v Stenning Act 1876 C. 277.
Blundell v The Liverpool Alliance Land Co Act 1877 B. 72.
Harris v Gamble Act 1877 H. 97.
Tippett v Spiegel Act with wits 1877 T. 44.
England v Keily Act with wits 1876 E. 112.
Leigh v Ramwell Act 1877 L. 49.
Drew v Thompson Act 1877 D. 24.
In re Cockin, deceased, Cunningham v Cockin Act with wits 1876 C. 306
Sheffield v Eden M judgt & act 1876 S. 132
Malcolm v Smith Act 1876 M. 163
Keene v Biscoe Act 1877 K. 17
In re William Shaw's Estate, Shaw v Shaw Act 1876 S. 93
In re John Shaw's Estate, Shaw v Shaw Act 1875 S. 23a
Nixon v Cooper Act with wits 1877 N. 23
Ewing & Co. v Johnstone & Co. Act with wits 1877 E. 56
Gretton v Mees Act with wits 1877 G. 106
Jones v Prothero Act 1877 J. 28
Wright v Clifford Act 1876 C. 319
Leggett v Kerr Act 1876 L. 431
Collette v Goode Act 1876 C. 417
Spike v Harding Act with wits 1876 S. 143
Bradley v Riches Act & m judgt 1876 R. 128
Slade v Haydon Act 1876 S. 241
Hope v Rigg Act 1876 H. 53
In re Arnaby, deceased, Soper v Arnaby M judgt 1877 A. 35
St. Clair v Trower Act & m judgt 1877 S. 29
Cracknall v Janson Act & m judgt 1876 C. 171

CAIRNS, C.

His lordship will not hear any of the above causes before Wednesday, the 29th inst. H. LATHAM, Registrar.

MIDDLESEX—MICHAELMAS SITTINGS, 1877.

LIST OF ACTIONS FOR TRIAL.

(Concluded from page 57.)

Q B 637 Dod (Palmer, B & F) v Barretti & anr (Paley & W)
Ex 638 Hewitt (J L Dale) v Dove (Maddox, G & C)

Court Papers.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	COURT OF APPEAL.	MASTER OF THE ROLLS.	V.C. MALINS.
Monday, Nov. 26	Mr. Clowes	Mr. Latham	Mr. Toesdale
Tuesday 27	Koe	Leach	Holdship
Wednesday 28	Clowes	Latham	Toesdale
Thursday 29	Koe	Leach	Holdship
Friday 30	Clowes	Latham	Toesdale
Saturday Dec. 1	Koe	Leach	Holdship

V. C. BACON.

V. C. HALL.

Mr. Justice FRY.

Monday, Nov. 26	Mr. Merivale	Mr. Ward	Mr. Farrer
Tuesday 27	Milne	Pemberton	King
Wednesday 28	Merivale	Ward	Farrer
Thursday 29	Milne	Pemberton	King
Friday 30	Merivale	Ward	Farrer
Saturday Dec. 1	Milne	Pemberton	King

ORDER OF TRANSFER.

ORDER OF COURT.

Monday, the 19th day of November, 1877.

Whereas, from the present state of the business before the Vice-Chancellors Sir Richard Malins and Sir Charles Hall, and Mr. Justice Fry, it is expedient that a portion of the causes set down to be heard or tried before the Vice-Chancellors Sir Richard Malins and Sir Charles Hall respectively, should be transferred to the book of causes for hearing or trial before Mr. Justice Fry: Now, I, the Right Hon. Hugh MacCalmont Baron Cairns, Lord High Chancellor of Great Britain, do hereby order that the several causes set forth in the first and second parts of the schedule hereunto subjoined be accordingly transferred, for the purpose only of hearing or of trial, from the books of causes standing for hearing or trial before the Vice-Chancellors Sir Richard Malins and Sir Charles Hall respectively, to the book of causes for hearing or trial before Mr. Justice Fry. And this order is to be drawn up by the registrar, and set up in the several offices of the Chancery Division of the High Court of Justice.

SCHEDULE.

PART ONE.

From the Vice-Chancellor Sir Richard Malins' Cause Book.

Lloyd v Dimmack Act 1877 L. 251.
Wilson v Rhodes Act with wits 1877 W. 74.
Bickerstaffe v Whittaker M judgt 1877 B. 255.
Bentinck v Duke of Portland M judgt 1876 B. 511.
Wesley v Walker Act 1877 W. 179.
Austin v Amburst Act 1873 A. 75.
Mattinson v Tickell Act with wits 1877 M. 25.
Haruel v Preston Act 1876 H. 293.
Austin v Austin Act 1873 A. 23.
Slade v Haydon Act 1876 S. 347.
Nicholas v Nicholas Act 1876 N. 43.
Clark v Price Act 1877 C. 19.
Tull v Rooney Act 1877 T. 69.
Broomfield v Matthews Act 1876 B. 547.
Martin v Levett Act 1877 M. 106.
Roberts v Evans M judgt (Swansea District Registry) 1877 R. 62.

- Q B 689 The Newquay & Cornwall Junction Ry Co (Symes & S) v The Cornwall Minerals Ry Co (Cope & Co)
 C P 690 Taylor (Gold & B) v Barnham (F Scott)
 C P 691 Lindsay & anr (Stevens, W & H) v Sebright, Bart (E Andrew) SJ
 Ex 692 Thomas (A J Thomas) v Edwards (White & Sons)
 C P 693 Chapman (Kendall & G) v The Somerset & Dorset, Midland, & London & South Western Railway Cos (W Toogood; Beale, M & B)
 Q B 694 Barfoot & anr (Kingsford, D & K) v Hopkins (Sole, T & K)
 C P 695 Scott (F W Adams) v Peters & Son (Ford & Co)
 Q B 696 Anderson & Co (Anderson & Sons) v Mabey (J S Shearman)
 C P 697 Rogers (H S Smith) v Clark & anr (Hillearys & T)
 Q B 698 Higgs (C Quilter) v Schrader (Walter, Moonen & Son)
 C P 699 Bittner (T H Meynell) v Grout (In Person)
 Q B 700 Barrowdale (N Jourdain) v Hooker's Cream Milk Co, lmd (B E Greenfield)
 C P 701 Smart (Carey, W & De P) v Wilson (Linklater & Co)
 C P 702 Taber (Rivington & Son) v Jones (Honaman & N)
 Ex 703 England (Angell & T) v Banas & anr (W F Stokes)
 Ex 704 Gray & wife (W T Rickotta) v Duke (Travers, S & B)
 Ex 705 Meredith (Same) v Jones (Thomson & E)
 Q B 706 Golding (Layton, Son & L) v Towers & anr (Sandilands, H & A) SJ
 Ex 707 Jones (E Kimber) v Cavell (Lewis & L)
 Ex 708 Samways (A Haynes & Son) v Keeling (Letts Brothers)
 Q B 709 Graham (H T Roberts) v Mordant (Lewis & L)
 Ex 710 Terrott (Scott, J & T) v Adams (Tidy, H & T)
 C P 711 Brown (C M Elborough) v London & Yorkshire Bank (Bischoff, B & B) SJ
 Ex 712 Cox (H Reid) v Coote (Jones, T & G)
 Ex 713 The Government Security Fire Insurance Co, lmd (W M Flegg) v Bell (C O Humphreys & S)
 Q B 714 Nash (Hicklin & W) v Walters (C V Lewis)
 Ex 715 Clark (Rooks & Co) v The London, Chatham, & Dover Ry Co (J White)
 Q B 716 Hickey (Kearney, Son & H) v Jee (Lowless & Co)
 Ex 717 Beechervaise (J F Raw) v Phillips (Norris, A & C)
 C P 718 Gibb (J Harwood) v Webber (Watson, Sons & R)
 Ex 719 Cairns (J R Aikman) v Fish (Stileman & N)
 C P 720 Evers (Fawley, F & C) v Umhauer (G H Oliver)
 Q B 721 Sir R Hill & ors (Bischoff, B & B) v The Managers of the Metropolitan Asylum District (Few & Co)
 Q B 722 Tuck (W R Philp) v The Positive Government Security Life Assurance Company, lmd (Tucker, N & B)
 Q B 723 Scoles (W F Tilley) v Hanrott (In Person)
 C P 724 Michael (Wilkinson & H) v Birnie (Stocken & J)
 Q B 725 Wainwright (W G Payne) v Baughan (W J Dennis)
 Q B 726 Footner (J W Hickin) v Cooke (In Person)
 Q B 727 Fernan (Linklater & Co) v Lloyd & anr (G H K Fisher)
 Q B 728 Fogden (W & A R Ford) v The London, Brighton, & South Coast Railway (Norton, R, N & B) SJ
 Ex 729 Jenkins (Scott, J & T) v Marr (Hiffe, R & Co)
 Ex 730 Kempton (A E Francis) v The South Eastern Ry Co (W R Stevens) SJ
 Q B 731 Harrison (B Hutchinson) v Gover (Hicklin & W)
 C P 732 Sinclair (W F Nokes) v Jarrett (Billinghurst & W)
 Q B 733 The Staffordshire Bolt, Nut, and Fencing Co, lmd (Flux & L) v Vickers & Burr (Duffield & B)
 Q B 734 Sansome (Ford & F) v The London & North Western Ry Co (R F Roberts)
 Ex 735 Salmon (J P Poncione, jun) v The Midland Ry Co (Beale, M & Co)
 Q B 736 Currey (Sharpe & U) v Trail (H Stirke)
 Q B 737 Barnes (A F & R W Tweedie) v Loach (Crouch & S)
 Q B 738 The Duke of Devonshire & anr, exors, & Co (Sharp & U) v Gillman (Vallance & V) SJ
 C P 739 Davenport (Campbell, R & H) v Rowley (C Armstrong)
 Q B 740 Ramadan (Ramadan & A) v Siebe & West & anr (Lumley & L) SJ
 Q B 741 Pearson (H Stirke) v King & Co (J Kernot)
 C P 742 Thomson (W F Stokes) v Ellery (R A Kelley)
 C P 743 McCulloch (Cronin & R) v Crispin (Lewis & L)
 Q B 744 Sykes (M Shephard) v Phillips (Courtenay & C)
 Q B 745 Thorp (E Reddish) v Kellum (Chester, U, M & H)
 Q B 746 Taylor (B W Nind) v Hunstone (Crump & Son)
 C P 747 Malcolm (Campbell, R & H) v North Eastern Ry Co (Wilkinson, H & Co)
 Q B 748 Jackson (R Ballard) v Bower (E W Crosse)
 C P 749 Taylor & anr (Farlow & J) v Shales (C Eyre)
 Ex 750 Stock (C H Pullen) v Bosanquet (S Mullens)
 Q B 751 Milne (G Brown) v Holmes (L Pass)
 Q B 752 Same (Same) v Holmes & ors (Same; J E Brown; G J & P Vanderpump)
 P 753 Cabero (W F Nokes) v Mapleson (J & R Gole)
 Q B 754 Meek, trading, & Co (J H Waring) v The Atlas Assurance Co (Dawes & Sons) SJ
 Ex 755 Mossely (W Greaves) v Maynard (J Tucker)
 C P 756 City of Cork Steam Packet Co, lmd (Emmet & Son) v George Ings & Co (Stocken & J)
 Ex 757 Davenport (Wilkins, B & F) v Hargreaves (A D Bird)
 Ex 758 Burnell (T W Hamlin) v Sanders (G E Carpenter)
 Ex 759 Meunier (H S Harris & G) v Lopez (H Montagu) SJ
 Q B 760 Conron (Layton, Son & L) v Aubertin (W & A R Ford) SJ
 Ex 761 Hoskins (Crouch & S) v Herington & anr (Jones & Sons; G Hancock)
 C P 762 Rae (J Rae) v Wood (Watson, Sons & R)
 C P 763 Barnard (F W & H Hilbery) v Almeida & Co (Goldring & J)
 Ex 764 Steele & ors (Stones, M & S) v Prendergast (C Parks) SJ
 Q B 765 Hannah (J H Hays) v McIlwain (Leslie)
 Q B 766 The Great Western Ry Co (R R Nelson) v The Sirhowy Ry Co (Valpy & C)
 Q B 767 The Northampton & Banbury Junction Ry Co (Same) v Ivens (Hughes & B)
 C P 768 Spaul (J T Moss) v Bond (Hume, B & B)
 Ex 769 Rowe (M G Maule) v Ross (In Person)
 C P 770 Klaus (H Padmore) v Gutman (E St George Wolsey)
 Q B 771 Crawford (Merriman, P & M) v Bissott (Surr, G & B)
 Ex 772 Nathan (T R Apps) v Hargreaves (Bedford & M)
 C P 773 Smith (Trollope & W) v Payne (J Langton)
 C P 774 Gale (Oliver & B) v McIlwraith & Co (Hollams, Son & C)
 Ex 775 Thomas (R K Bartlett) v Allen (W R Thomas)
 Q B 776 Nash (Cooke & J) v Pocock (A Cayley)
 Ex 777 Brettell (W H Walter & Son) v Joy (E W Owles)
 Q B 778 Grayson (Jas Grayson) v Levy & ors (Fisher & Co; W B Abbott; E Froggatt; W Hicks)
 Q B 779 Rummens (Hyde, T & M) v Jones (Lamplin, T & J) SJ
 Ex 780 Baum (Palmer, B & F) v Watford (Palmer, B & F)
 Ex 781 Hodgson (Same) v Hart (Smith, F & Co)
 Ex 782 Marquis of Donegal (Denton & Co) v Acocks (T W Parks)
 Q B 783 Emanuel (Lumley & L) v North (Stevens, W & H)
 C P 774 Campbell (Lewis & Lewis) v London, Brighton, & South Coast Ry Co (Norton, Rose & Co) SJ
 Q B 785 Heap (Same) v Marris (Scott, J & Co) SJ
 Ex 786 Howard (Routh & S) v Boosey & Co (R G Marsden)
 Ex 787 Hubcock & anr (Stones, M & S) v Ellis & anr (Young & Sons)
 Q B 788 Holmes (Marson & D) v Great Northern Ry Co (Barr, Nelson & B) SJ
 Q B 789 Hart (Layton, Son & L) v Foakes (Sharp, P & Co) SJ
 Ex 790 Jordan (W Jarvis & T) v Maude (J Whitehouse)
 C P 791 Penley (Wright, B & W) v Wing & anr (Bell, B & G)
 C P 792 Hoare (Bircham & Co) v Reeves (Monckton, L & Co)
 C P 793 Cooper (G Thompson) v Cleverly (W Maynard)
 C P 794 Scott (Sorrell & Son) v Pheysey (S H Head)
 Ex 795 Linton (C Mossop) v Levett (Elmalie & Co)
 Q B 796 Benjamin (M Abrahams & R) v Higginbottom (F T Dubois) SJ
 Q B 797 Elsiey (Wilson, B & C) v Eyre (H G Field) SJ
 Ex 798 Salaman & anr (Hillearys & T) v Gray & wife (G H K Fisher)
 C P 799 Shaw & Co (Norris, A & C) v Tobitt (F W & H Hilbery)
 C P 800 Creswell (H G Smith) v The Great Northern Ry Co (Barr, Nelson & B) SJ
 C P 801 Andrew (V J Eldred) v Parsons (C P Froom)
 C P 802 Webb (Noon & C) v Williamson (W Beck)
 Ex 803 Wright (Crowder, A & V) v Pothonier (Ingledew, I & G)
 Ex 804 White (Same) v Hibbert (H R Jones)
 Q B 805 Rowland & anr (Same) v Whitehouse (T White & Sons)
 Q B 806 Morton (H G Field) v Pett (T R Apps)
 Q B 807 Brook (S J Robinson) v Israel (Humphreys & Son)
 Q B 808 Mells (F Clift) v Barnes & anr (G L P Eyre & Co)
 Ex 809 Cowell (G J & P Vanderpump) v Hart (J Barrett)
 Ex 810 Same (Same) v Raphael (Same)
 Ex 811 Smith (T R Apps) v Barron & anr (W E Barron)
 Ex 812 Squibb (W Venn) v Workmen's Dwelling Improvement Co, lmd (Saunders, H & B)
 C P 813 Plant & anr (J L Mathews) v De Mattos (Elmalie, F & S)
 Ex 814 Bouchard (F Clift) v The Monarch Investment Building Society (Leahey, L & P)
 C P 815 Barnes (C N Longcroft) v Orton (Hogan & H)
 C P 816 The Paddington Land & Building Society, lmd (A E Francis) v Emerson (B Hope)

- Ex 817 Hanlon (C Gammon) v London, Tilbury, & Southend Ry Co (Hollingsworth & Co) SJ
 CP 818 Smith & wife (J F Terry) v North Metropolitan Tramways Co (H C Godfray) SJ
 QB 819 Solomon (W F Morris) v Stanislaus (E B Tattershall)
 CP 820 Rakaus (C M Elborough) v Fire Re-insurance Corporation, lmd (Learoyd, L & P)
 Ex 821 Humbert (R S Taylor & Son) v Barclay (Allen & E) SJ
 Ex 822 Daniel & anr (Blunt, T & L) v Ellis (C C Ellis & Co)
 CP 823 Nerney (J F Terry) v Hyman (G M Cooke)
 CP 824 Michael (Wilkinson & H) v The East & West India Dock Co (Freshfields & W)
 Ex 825 Slater (Bridges, S & Co) v Sempie & ors (Pearpoint & S; N H Benjamin)
 QB 826 Humphreys & anr (C O Humphrey & Son) v Buxton (H Taylor)
 QB 827 Humphreys (Same) v Same (Same)
 QB 828 Hawes (Lumley & L) v Harrison (Debenham & G)
 CP 829 Bryant (Sorrell & Son) v Lefever & anr (Wilkins, B & F)
 Ex 830 Johnson & anr (Druce, Sons & J) v Mayhew (S Mayhew)
 QB 831 Shaw & anr (Lewis & Lewis) v Bentley (H Tyrrell)
 QB 832 Stone & ors (Lumley & L) v Fox (Gregory, R & Co)
 QB 833 Dalton (Noun & C) v Mason (F W Adams)
 QB 834 Pack (White, B & Co) v Evans (Smith & H)
 QB 835 Dear (H T Roberts) v Walker (Terrell & H)
 QB 836 Batchelor (H H Banyard) v Hughes (T Guillaume)
 Ex 837 Thody (H W Lindus) v Kesterton (Miller & M)
 Ex 838 Steele & ors (Stones, M & S) v Roberts (C Parke)
 Ex 839 Same (Same) v Stow (Same)
 CP 840 Brockelbank & Co (Kleeh, Son & H) v King's Lynn Steam Shipping Co (Flax & L)
 QB 841 Williams (R Jones & Co) v The Earl of Hardwicke (Parkers)
 CP 842 Bertel (M S Rubenstein) v Neveaux (T G Brower)
 CP 843 Corcoran, Witt, & Co (Cattarne, J & H) v Free (J Neal)
 Ex 844 Brook (C F Yorke) v Darwen Paper Staining Co (W Stophar)
 Ex 845 Brook (Same) v Farmiloe & anr (Same)
 CP 846 Mull (Surridge, H & Co) v Crook & anr (In Person)
 Ex 847 Lawes (W H Sturt) v Dowsett & anr (Digby & J)
 CP 848 Ives (H W Christmas) v McNeill (Barker)
 QB 849 Swain (Williamson, H & Co) v Lilley & anr (Layton & J)
 QB 850 Depeaux (M Shepherd) v Trimsaran Coal, Iron, & Steel Co, lmd (Carr, B, D & Co)
 Ex 851 Ridley (Marriott & T) v Mayoh (Howard & Co)
 Ex 852 Simmons (H Montagn) v Daniels
 Ex 853 Lord Ranelagh (H Smith) v Flower & ors (Walton, B & W)
 Ex 854 McMullen (Whateley, M & W) v Winn (F Allingham)
 QB 855 Hallward (C B Hallward) v Blanford & ors (Jas Curtis & Co; G H K Fisher)
 QB 856 Frith Sand & Co (Johnson, U, & Co) v Hamilton (J W Sykes)
 Ex 857 Barrow (W A Norvall) v Carter (Barridge & C)
 QB 858 German Bank of London, lmd (Bircham & Co) v Carrell (H W Lindus)
 Ex 859 Sloman (Gregory & Co) v Heckworthy (Reed & L)
 Ex 860 Foster (W Arnold) v Drineqbier (Bower & C)

When Actions are Settled out of Court the Solicitors are particularly requested to withdraw the Pleadings, as great expense and uncertainty are occasioned to the other Suitors by their continuing in the List.

The following gentlemen have been elected benchers of the Hon. Society of the Inner Temple:—Mr. C. G. Meredith, Q.C., M.P., of the Midland Circuit; Mr. W. H. Holl, Q.C., of the South-Eastern Circuit; Mr. W. G. Harrison, Q.C., of the South-Eastern Circuit; and Mr. C. B. Freeling, of the Chancery Division.

On Thursday afternoon, with reference to the case of *Tomkins v. Saffery*, Lord Justice James (addressing Mr. De Gex, Q.C., who was the counsel for the Stock Exchange assignees) said he was surprised to hear that it had been supposed that he had meant to make injurious reflections upon the conduct of the Stock Exchange. He did not mean to do anything of the kind. It seemed to have been thought that when he said that the Stock Exchange was not an *Alsatia*, he meant really to say that it was an *Alsatia*. All he meant to say was that the committee were not a privileged body—that they could not set up their private Court of Bankruptcy against the Queen's Court of Bankruptcy.

PUBLIC COMPANIES.

Nov. 23, 1877.

GOVERNMENT FUNDS.

3 per Cent. Consols, 96½	Annuities, April, '88, 9½
Ditto for Account, Dec. 3, 96½	Do. (Red Sea T.) Aug. 1908
Do. 3 per Cent. Reduced, 96½	Ex Bills, £1000, 2½ per Ct. 5 dis.
New 3 per Cent., 95½	Ditto, £500, Do., 5 dis.
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £500, 5 dis.
Do. 2½ per Cent., Jan. '94	Bank of England Stock. — per
Do. 5 per Cent., Jan. '73	Ct. (last half-year), 356
Annuities, Jan. '80	Ditto for Account.

INDIAN GOVERNMENT SECURITIES.

Ind. Stk., 5 per Cent., July, '80, 166½	Enf. Pr. 5½ per Cent., May, 90
Ditto for Account, —	Ditto Debentures, 4 per Cent., April, '84
Ditto 4 per Cent., Oct. '88, 102½	Do. Do. 5 per Cent., Aug. '73
Ditto, ditto, Certificates —	Do. Bonds, 4 per Cent. £1000
Ditto Enforced Ppr., 4 per Cent. 82	Ditto, ditto, under £1000
2nd Enf. Pr., 5 per C., Jan. '73	

BIRTHS AND DEATHS.

BIRTHS.

FRANCIS—Nov. 14, at No. 28, St. John's-grove, Croydon, Surrey, the wife of Harry Francis, solicitor, of a daughter.
 HOWARD—Nov. 16, at Elm Cottage, Beckenham, Kent, the wife of Henry Blunt Howard, barrister-at-law, of a daughter.
 PARIS—Nov. 14, at Clarence-villa, Avenue, Southampton, the wife of Alexander Paris, solicitor, of a daughter.

DEATHS.

D'URBAN—Nov. 14, John D'Urban, solicitor, late of Bedford-row.
 GODSON—Nov. 16, Septimus Holmes Godson, barrister-at-law, of Court House, Tenbury, Worcestershire, aged 78.
 JOHNSON—Nov. 19, Samuel Johnson, solicitor, of Woodside, Wath-upon-Dearne, aged 37.
 PRESTON—Nov. 17, at Gloucester, William Thomas Preston, barrister-at-law, aged 65.
 WOOD—Nov. 15, at Rochford, Essex, George Wood, solicitor aged 73.

LONDON GAZETTES.

Winding up of Joint Stock Companies.

FRIDAY, Nov. 16, 1877.

Bonvilles Court Coal and Iron Company, Limited.—Petition for winding up, presented Nov 14, directed to be heard before V.C. Hall on Friday, Nov 30. Randall and Angier, Gray's inn place, Gray's inn, solicitors for the petitioner.
 British Alliance Assurance Corporation, Limited.—Petition for winding up, presented Nov 14, directed to be heard before V.C. Bacon on Nov 24. Morten and Outler, Newgate st, solicitors for the petitioners.
 Cheque Bank, Limited.—Creditors are required, on or before Dec 20, to send their names and addresses, and the particulars of their debts and claims, to the liquidators, at the offices of their solicitors, Horne and Hunter, Lincoln's inn fields. Tuesday, Jan 8, at 11, is appointed for hearing and adjudicating upon the debts and claims.
 Commercial Bank, Limited.—V.C. Hall has fixed Saturday, Nov 24, at 12, at his chambers, for the appointment of an official liquidator.
 Investors' Trust, Limited.—Lopes, J., has, by an order dated Sept 13, appointed Edward Hart, Morgate st., to be official liquidator. Creditors are required, on or before Dec 15, to send their names and addresses, and the particulars of their debts or claims, to the above. Wednesday, Jan 16, at 12, is appointed for hearing and adjudicating upon the debts and claims.
 Perkins Beach Lead Mine, Limited.—By an order made by V.C. Bacon, dated Nov 8, it was ordered that the above company be wound up. Mayhew, Walbrook, solicitor for the petitioners.
 Eccles, Patricroft, and Worsley Skating Rink Company, Limited.—Petition for winding up, presented Nov 15, directed to be heard before V.C. Little at 6, Stone buildings, Lincoln's inn, on Nov 23. Blair, Manchester, solicitor for the petitioner.

COUNTY PALATINE OF LANCASTER.

TUESDAY, Nov. 20, 1877.

LIMITED IN CHANCERY.

Good Hope Mill Cotton Spinning Company, Limited.—Petition for winding up, presented Nov 16, directed to be heard before V.C. Bacon on Dec 1. Smith, Great James st, Bedford row, agent for Hankinson, Manchester, solicitor for the petitioner.
 James Anderson and Company, Limited.—Petition for winding up, presented Nov 17, directed to be heard before V.C. Hall on Nov 30. Montagu, Bucklersbury, solicitor for the petitioner.
 Liverton Ironstone Company, Limited.—By an order made by V.C. Malins, dated Nov 9, it was ordered that the voluntary winding up of the above company be continued. Fox, Chancery lane, solicitor for the petitioners.
 Lytle's Cast Steel Company, Limited.—By an order made by V.C.

Hall, dated Nov 9, it was ordered that the above company be wound up. Hewlett, Essex st, Strand, solicitor for the petitioner
 Park Gate Wagon Works Company, Limited.—By an order made by V.C. Hall, dated Nov 9, it was ordered that the voluntary winding up of the above company be continued. Bell and Co, Bow Church-yard, solicitors for the petitioners
 West Swansea Colliery Company, Limited.—By an order made by V.C. Malins, dated Nov 9, it was ordered that the above company be wound up. Joseph, Moorgate st, solicitor for the petitioners
 Wincham Ship Building, Boiler, and Salt Company, Limited.—By an order made by V.C. Bacon, dated Nov 10, it was ordered that the above company be wound up. Marsland, Cawper's court, agent for Addleslaw and Warburton, Manchester, solicitors for the petitioners

STANWICHES OF DEVON.

Wheel Emma Tin and Copper Mining Company, Limited.—Petition for winding up, presented Nov 14, directed to be heard before the Vice-Warden, at the Prince's Hall, Truro, on Wednesday, Nov 28, at 11. Affidavits in opposition to the petition must be filed at the registrar's office, Truro, on or before Nov 24, and notice thereof must at the same time be given to the petitioners or their solicitors. Hodge and Co, Truro, solicitors for the petitioners

Friendly Societies Dissolved.

FRIDAY, Nov. 16, 1877.

Zion Chapel Friendly Society, Zion Chapel Vestry, Calne, Wilts. Nov 14

Bankrupts.

FRIDAY, Nov. 16, 1877.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in the Country.

Robinson, Herbert Cane, Stratford St Mary, Suffolk, Millier. Pet Nov 12. Grimsey, Ipswich, Nov 28 at 12
 Dixon, Michael Field, Birmingham, Tailor. Pet Nov 9. Parry, Birmingham, Nov 26 at 3
 Thompson, William, Jun, Warmsworth, York, Farmer. Pet Nov 13. Rodgers, Sheffield, Nov 28 at 1

TUESDAY, Nov. 20, 1877.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in the Country.

Baldry, George William, Great Yarmouth, Artist. Pet Nov 16. Worledge, Great Yarmouth, Dec 5 at 11
 Ellis, George Henry, Nottingham, General Warehouseman. Pet Nov 17. Patchitt, Nottingham, Dec 1 at 10
 Dixon, George, and James Dixon, Leeds, Dyers. Pet Nov 14. Marshall, Leeds, Dec 12 at 11
 Hawes, James William, Southtown, Suffolk, Smack Owner. Pet Nov 16. Worledge, Great Yarmouth, Dec 10 at 11
 Nugent, Edward, Waterloo, nr Liverpool, Slater. Pet Nov 16. Cooper, Liverpool, Dec 4 at 11.30
 Strong, Robert Ferguson, Sunderland, Timber Merchant. Pet Nov 16. Ellis, Sunderland, Dec 4 at 12

BANKRUPTCIES ANNULLED.

TUESDAY, Nov. 20, 1877.

Beddard, Joshua, Sheffield, Iron Merchant. Nov 15

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Nov. 16, 1877.

Ashton, Richard Edward, Manchester, Cotton Spinner. Nov 28 at 3 at offices of Grundy and Co, Union st, Bury
 Atkwood, Thomas William, Gillingham, Suffolk, Smack Owner. Dec 6 at 3 at offices of Dyer, King st, Great Yarmouth
 Balmforth, Samuel, Cleckheaton, York, Tanner. Dec 3 at 3 at the Black Bull Hotel, Mirfield. Leary and Co, Huddersfield
 Balmforth, William, Leeds, Bootmaker. Nov 29 at 11 at offices of Hardwick, Infirmary st, Leeds
 Belringer, Alfred, North Peterborough, Somerset, Pig Dealer. Nov 27 at 12 at offices of Chapman, High st, Bridgewater
 Belshaw, Thomas, Heywood, Lancaster, Cotton Waste Dealer. Dec 3 at 3 at offices of North, Market place, Rochdale
 Benton, Charles, St Ives, Huntingdon, Licensed Victualler. Nov 29 at 11 at the Dolphin Inn, St Ives. Gaches, Peterborough
 Biechoff, Edward William, King's place, Borough, Cup Peak Manufacturer. Dec 5 at 12 at the Guildhall Coffee House, Gresham st. Cox, Clifford's Inn
 Biddy, Robert Jor an, Great Driffield, York, Butcher. Nov 30 at 2 at offices of Wigmore, Corn Exchange, Great Driffield
 Booth, William Robert, Great Tower st, Wine Merchant. Nov 29 at 12 at 63, Great Tower st. Morgan and Gills
 Bousfield, Anthony, Sharp, Westmoreland, Grocer. Nov 30 at 2.30 at offices of Arnison, St Andrew's place, Penrith
 Bowen, William Kerby, Gresham st, Commission Agent. Nov 27 at 2 at the Cannon at Ho-el. Philp, Budge row, Oncon st
 Bridgeman, Henry, East Boscombe, Devon, Marine Store Dealer. Nov 26 at 12 at offices of Rodds, Courtenay st, Plymouth
 Brooksbank, Charles, Frederick Clement Brooksbank, and George Stamp Brooksbank, Epsomfield, York, Steel Forgers. Nov 28 at 12 at the rooms of the Sheffield District Incorporated Law Society, Aldine court, Sheffield. Bramley
 Brooksbank, James William, South Duffield, York, Butcher. Dec 1 at 3 at the Old Swan Inn, Selby. Wright, Selby
 Brown, John, Sunderland, Baker. Nov 27 at 3 at offices of Fairclough, West Sunnside, Sunderland
 Butcherworth, Sharp, Todmorden, York, Builder. Dec 1 at 11.15 at the White Hart Hotel, Todmorden. Eastwood, Todmorden
 Gray, Michael, Salford, Lancashire, Provision Dealer. Nov 28 at 10 at offices of Blackway, St John st, Manchester
 Chapman, John Lryre, and James Leoni Chapman, Heigham Plain, Norwich, Tanners. Nov 27 at 3 at offices of Sudd and Linsay, Theatre st, Norwich
 Clark, William, Great Kimble, Buckingham, Innkeeper. Nov 29 at 2 at the Crown Hotel, Aylesbury. Clarke, High Wycombe

Clarke, Charles David, Bristol, Carver. Nov 24 at 11 at offices of Stevens, Nicholas st, Bristol
 Cocks, John, Tavistock, Devon, Grocer. Nov 29 at 11 at offices of Elworthy and Co, Courtesay st, Plymouth
 Crabtree, James, Keighley, York, Grocer. Nov 30 at 3 at offices of Robinson and Robinson, Keighley
 Crabtree, John, Normanton, York, Plumber. Nov 30 at 11 at the Royal Hotel, Wood st, Wakefield. Senior, Barnsley
 Croose, William Edward, Cheltenham, Coal Merchant. Nov 29 at 12 at offices of Freen, Regent st, Cheltenham
 Davies, Daniel, William Morgan and William Thomas, Swansea, Builders. Nov 26 at 3 at the Castle Hotel, Swansea. Cox, Swansea
 Devlin, John, Spennymoor, Durham, Greengrocer. Nov 30 at 12 at offices of Trotter and Co, North Bondgate, Bishop Auckland. Hutchinson, Bishop Auckland
 Dodd, William, Brownhills, Stafford, Miner. Nov 26 at 3 at offices of Alcock, Market st, Tunstall
 Edey, John, Kingsomborne, Hants, Farmer. Dec 1 at 2 at offices of Adams and Co, Jewry st, Winchester
 Edmonds, John, Laocock, Wilts, Tailor. Dec 1 at 10 at offices of Pininger and Co, Chippenham
 Edwards, John Ellis, Yairadgrydd, Brecknock, Surgeon. Nov 26 at 12 at 34, Queen st, Neath. Thomas
 Ellerton, Thomas, Longton, Stafford, Bricklayer. Nov 29 at 11 at offices of Welch, Caroline st, Longton
 Ellison, Richard, Birkenhead, Refreshment house Keeper. Nov 29 at 12 at offices of Sobright and Co, Hamilton st, Birkenhead
 Evans, David James, Pontardawe, Glamorgan, Draper. Nov 27 at 11 at the Waterloo Hotel, Manchester. John, Pontardawe
 Evans, John, Wrexham, Denbigh, Carpenter. Dec 3 at 11 at the Lion Hotel, Hope st, Wrexham
 Fletcher, John, Birmingham, Agent. Nov 24 at 3 at the Castle Hotel, High st, Dudley. Slaney, Birmingham
 Gardner, Nathan, King's Norton, Worcester, out of business. Nov 30 at 3 at offices of Fitter, Bennett's hill, Birmingham
 George, Henry James, Worcester st, Paddington, Greengrocer. Dec 10 at 1 at offices of Berkeley, Marylebone rd
 Glover, Charles Roberts, Swansea, Auctioneer. Nov 29 at 11 at offices of Thomas, York place, Swansea
 Goldstraw, Joseph, Newcastle-under-Lyme, Grocer. Nov 30 at 11 at offices of Griffith, 2nd lane, Newcastle-under-Lyme
 Greenwood, Francis, Scarborough, Bootmaker. Nov 30 at 2 at the Brunswick Hotel, Westborough, Scarborough
 Hall, William, Walton-on-the-Naze, Essex, Hotel Keeper. Nov 28 at 2 at offices of Miller, Moorgate st
 Hamer, Smith, Burnley, Manufacturer. Dec 4 at 3 at offices of Slater and Co, Princess st, Manchester
 Harvey, George Brookshaw, and John Pickston, Manchester, Aerated Water Manufacturers. Dec 3 at 11 at offices of Ritson and Grunby, Cross st, Manchester
 Hatch, Hollis, West Cowes, Isle of Wight, Joiner. Nov 28 at 3 at the Westbury Hotel, Newport, I.W. Fardell, Ryde
 Heintz, Frederick William, London wall, Commission Merchant. Dec 10 at 3 at offices of Nash and Field, Queen st, Cheapside
 Herbert, Job, Cheltenham, Dairyman. Dec 1 at 11 at offices of Freen, Regent st, Cheltenham
 Heywood, John, Nantwich, Cheshire, Joiner. Dec 3 at 2 at offices of Lisle, Nantwich
 Holborn, Edmund, St George of Colegate, Norwich, Watchmaker. Nov 30 at 12 at the Guildhall Coffee House, Gresham st. Seid and Linsay, Norwich
 Hurt, William, Loughborough, Leicester, Game Dealer. Dec 3 at 12 at offices of Goode, Baxter gate, Loughborough
 Jobling, George, Long Newton, Durham, Farmer. Nov 29 at 11 at offices of Spry, Zealand rd, Middleborough
 Johns, John Couch, Callington, Cornwall, Innkeeper. Nov 30 at 12 at the Bull's Head Inn, Callington
 Jones, John, Dawley, Salop, Butcher. Nov 30 at 11 at offices of Leake, High st, Shifnal
 Kairns, Michael, Burslem, Stafford, Fruiterer. Nov 28 at 11 at offices of Tomkinson and Furnival, Hanover st, Burslem
 Kay, Jane, Bakers, Dorset, Schoolmistress. Nov 29 at 2 at offices of Broadhead, Bakerswell
 Kenwright, Richard, Chorlton-upon-Medlock, Lancashire, Pawnbroker. Nov 30 at 3 at the King's Arms Hotel, Spring gardens, Manchester. Dawson, Bolton
 Leach, Henry, Robert st, Brixton, Grocer. Nov 27 at 11 at offices of Schults and Son, South sq, Gray's Inn
 Lewis, Francis, Wolverhampton, Machinist. Dec 3 at 12 at offices of Gatis, King st, Wolverhampton
 Lilly, Christopher, Bristol, Wine Merchant. Nov 23 at 12 at offices of Britton and Co, Small st, Bristol
 Liqueurist, Peter, and Samuel Liqueurist, Leicester, Cabinet Makers. Nov 28 at 12 at offices of Haxby, Belvoir st, Leicester
 Morby, George, Broughton, Oxford, Dyar. Nov 27 at 3 at the White Lion Hotel, Banbury. Pain and Hawtin, Banbury
 Mullins, Elizabeth Jane, Bath, Milliner. Nov 29 at 12 at 3, Mills buildings, Bath. Gill and Bash
 Nicholas, George, Pembroke Dock, Pembroke, Grocer. Nov 29 at 11 at the Guildhall, Carmarthen. Williams, Pembroke Dock
 Nicholson, Alexander, Lincoln, Travelling Draper. Nov 27 at 12 at the Nya, William, Plumstead, Green grocer. Nov 29 at 3 at offices of Catlin, Gresham buildings, Basinghall st
 Pashley, James, Lofthouse, York, Innkeeper. Nov 23 at 2 at the Arlington Hotel, Lofthouse. Addenbrooke, Middleborough
 Perkins, Edwin, Camberwell rd, Builder. Dec 4 at 3 at the Guildhall Tavern, Gresham st. Rocks and Co, King st, Chapsdale
 Perrin, John, jun, Romley, Cheshire, Grocer. Nov 28 at 3 at the Norfolk Arms Hotel, Hyde. Smith, Hyde
 Perry, Alfred John Joseph, Hales rd, Holloway, no occupation. Nov 28 at 11 at offices of Ilderton, Jewry st
 Ploertrille, Catarina Antonietta Solari, Wymore st, Cavendish sq. Italian Warehouse Keeper. Dec 6 at 3 at offices of Andrews and Mason, Ironmonger lane. Campbell and Co, Warwick st, Regent st
 Pitman, Alfred, Bristol, Carpenter. Nov 30 at 3 at offices of Tribbs and Co, Nicholas st, Bristol. Wansborough, Bristol

Porter, William, High st, St John's wood, Hoes'er. Dec 10 at 3 at offices of Crook and Smith, Abchurch chambers, Abchurch lane
 Purcell, Henry, Turner st, Commercial rd east, Closed Boat Upper Manufacturer. Dec 3 at 2 at offices of Brown, Basinghall st
 Read, Jane, Westbromwich, Stafford, out of business. Nov 30 at 10 30 at offices of Jackson, Lombard st, Westbromwich
 Roberts, William Nailer, and George Roberts, Harthill, York, Builders. Nov 27 at 12 at the Outlers' Hall, Church st, Sheffield.
 Remy and Son, Newcastle-under-Lyme, Carriage Builder. Nov 27 at 3 at the North Staffordshire Railway Hotel, Stoke-upon-Trent.
 Turner, Newcastle
 Rutherford, Rev Henry Jackson, Bristol. Dec 3 at 12 at offices of Tricks and Co, Nieho's st, Bristol. Roberts, Bristol
 Salisbury, William, Burnley, Grocer. Nov 30 at 3 at offices of Artindale and Artindale, Hargreaves st, Burnley
 Seddon, William, Horwich, Lancashire, Joiner. Nov 28 at 3 at offices of Scowforth, Townhall sq, Bolton
 Shipway, William, Birmingham, Blacksmith. Nov 27 at 12 at offices of Smith, Temple st, Birmingham
 Shivers, George, Gateshead, Durham, Boot Dealer. Nov 28 at 11 at offices of Stanford, Collingwood st, Newcastle-upon-Tyne
 Smith, Robert, Cedar rd, Fulham rd, Milk Contractor. Dec 1 at 12 at offices of Campbell, Cannon st
 Smith, Thomas Francis, Birmingham, Warehouseman. Dec 3 at 3 at offices of Rowlands and Bagnall, Colmore row, Birmingham
 Smith, William, Bradford, nr Manchester, Painter. Dec 3 at 3 at offices of McEwen, Lloyd st, Manchester
 Smerfield, James, sen, Bloxwich, Stafford, Bit Maker. Dec 1 at 10 30 at 51, Lower High st, Wednesbury. Sheldon
 Taylor, John, Eton, nr Middlesborough, Stone Mason. Nov 27 at 11 at offices of Bennison and Co, Gosford st, Middlesborough. Dobson, Middlesborough
 Taylor, Titus, Wrexham, Denbigh, Boot Maker. Dec 5 at 11 at offices of Sherratt, Brynnyfnon Lodge, Wrexham
 Townson, James, Manchester, Joiner. Dec 7 at 3 at offices of Smith and E. Yor, Manchester, Joiner
 Tovey, George, Sheffield, Slater. Nov 30 at 10 at offices of Porrett, Bank st, Sheffield
 Tuley, Joseph, Wolverhampton, Timber Dealer. Dec 3 at 11 at offices of Rhodes, Queen st, Wolverhampton
 Williams, Matthew Harper, West Dean, Gloucester, out of business. Dec 4 at 12 at offices of Parker, Newnham
 Williams, Thomas, Betws, Glamorgan, Grocer. Nov 29 at 12 at the Wyndham Arms Hotel, Bridgend. Thomas, Pontypridd
 Williams, William, Pontardunlan, Carmarthen, Coal Merchant. Nov 28 at 2 at offices of Williams, Abbey terrace, Llandilo
 Woods, Joseph, Leeds, Wholesale Clothier. Nov 28 at 3 at offices of Crowthier, Britannia buildings, Leeds. Watson, Leeds
 Wright, Joseph William, Leicester, Wholesale Ironmonger. Nov 29 at 12 at offices of Shires, Market st, Leicester

TUESDAY, Nov. 20, 1877.

Adams, Joseph, Birmingham, Baker. Nov 30 at 3 at offices of Hawkes and Weekes, Temple st, Birmingham
 Anderson, Charles Walter, Birmingham, Toy Dealer. Nov 30 at 11 at offices of Parr, Colmore row, Birmingham
 Ames, John Oliver, Batley, York, Decorator. Dec 3 at 3 30 at offices of Stratton, Union st, Dewsbury
 Ayres, George Nulton, Chatham, Mineral Water Maker. Dec 1 at 11 at the Prince of Wales Hotel, Railway st, Chatham. Wymond and Norman, Chatham
 Baker, George, Hampton, Nottingham, Blacksmith. Dec 7 at 11 at offices of Marshall and Co, East Retford. Metcalf, East Retford
 Barber, Edwin, Tadcliffe Bridge, Lancashire, Hairdresser. Dec 3 at 2 at offices of March and Butterworth, Bank st, Manchester
 Barn, William, Widnes, Lancashire. Dec 1 at 1 at offices of Quelch, Dec 1, Liverpool
 Barnes, James Curry, Newcastle-upon-Tyne, Merchant. Dec 7 at 1 at offices of Eldon, Royal arcade, Newcastle-upon-Tyne
 Barker, William, Beckenham, Kent, Confectioner's Assistant. Dec 4 at 13 at 1, St George's vilas, Beckenham. Owles
 Bending, Sarah, Bristol, Beer Retailer. Nov 28 at 11 at offices of Pearce, John st, Bristol
 Bennett, William Weston, and Alfred Bennett, Bromley, Kent, General Merchants. Dec 5 at 2 at 51, Moorgate st. Bellamy and Co, Bishopgate at within
 Bird, Roger, Combs, Suffolk, Baker. Dec 7 at 3 at offices of Payne, Newmarket. Hill, Ipswich
 Bishop, Luke, Netherwood st, Brondesbury, Accountant. Nov 28 at 11 at offices of Roberts, Coleman st
 Blackman, Richard, Euston rd, Bicycle Maker. Dec 7 at 2 at offices of Lawtett and Jones, King st. Fenton
 Bailey, George Brudenell, South Shields, Hotel Proprietor. Dec 3 at 11 at the Golden Lion Hotel, King st, South Shields. Duncan and Duncan, South Shields
 Buxey, Henry Charles, Bristol, Mason. Dec 1 at 11 at offices of Meers, Nicholas st, Bristol
 Brock, John, Alverthorpe, York, Butcher. Dec 3 at 11 at offices of Walwright, Town Hall chambers, Wakefield
 Brown, George, Blackburn, Commission Agent. Dec 4 at 3 at offices of Holland, Northgate, Blackburn
 Burn, Timothy, Scarborough, Hostler. Dec 3 at 3 at the Bull and Mouth Inn, Beith, Leith. Richardson, Scarborough
 Barrows, John Conliffe, Fratrich, Lancashire, Salesman. Dec 10 at 3 at offices of Storor, Fountain st, Manchester
 Cain, Thomas, Bolton, Confectioner. Nov 29 at 2 at offices of Scowforth, Town Hall sq, Bolton
 Carter, Charles Burdett, Hope st, Hackney rd, Shoe Manufacturer. Nov 28 at 3 at offices of Parks, Colebrook row, Islington
 Catter, Graham Atherton, Lichfield, Doctor of Medicine. Dec 3 at 13 at the Golden Lion Hotel, King st, South Shields
 Chapman, Thomas, Cardiff rd, St. George's, Greenacre. Dec 1 at 3 at offices of Bayard, St. Andrew's hill, Doctors' commons
 Clark, James, Norton-upon-Sale, York, Butcher. Dec 5 at 1 at offices of Jefferson, Northallerton
 Cochrane, John, Westminster chambers, Victoria st, Iron Masters. Dec 14 at 12 at the Law Institution, Chancery lane. Newman, Clifford's inn, Fleet st

Coles, John, Liskeard, Cornwall, Bootmaker. Dec 4 at 12 at the Duke of Cornwall Hotel, Plymouth. Jenkins, Penryn
 Comely, Aldom William, Bourton-on-the-Water, Gloucester, Farmer. Nov 30 at 2 at offices of Kendall, Bourton-on-the-Water
 Craig, John, Newcastle-upon-Tyne, Innkeeper. Dec 3 at 3 at offices of Macdonald, Mosley st, Newcastle-upon-Tyne
 Cross, William Henry, Melincroft, Glamorgan, Grocer. Nov 28 at 12 at offices of Cox, Adelaide chambers, Swansea
 Crumpton, John, Erdington, nr Birmingham, Builder. Nov 30 at 3 at offices of Jacques, Cherry st, Birmingham
 Corlis, Philip, Hampshire grove, Camden town, Carpenter. Nov 27 at 3 at offices of Moore, Bedford row
 Dawson, John, jun, Stockton-on-Tees, out of employment. Dec 6 at 3 at offices of Newby and Co, Fink's st, Stockton-on-Tees
 Duke, Edmund, Chichester, Sussex, Gent. Nov 30 at 3 at the Dolphin Hotel, Chichester. Bostock and Rawlison, Horsham
 Dyke, John, Cannock, Stafford, Baker. Nov 30 at 11 at offices of Glover, Park st, Walsall
 Ellingworth, Charles, Leighton Buzzard, Bedford, Coach Builder. Dec 6 at 11 at the Unicorn Hotel, Leighton Buzzard. Shepherd and Ewen, West Luton
 Elphick, George, Betchworth, Surrey, Butcher's Assistant. Dec 4 at 12 at the Warwick Hotel, Redhill. Wood, Basinghall st
 Evans, John James, Lower Cathedral rd, Cardiff, out of business. Nov 30 at 10 at offices of Jones, Philharmonic chambers, St Mary st, Cardiff
 Foen, William, Burnham, Somerset, General Dealer. Dec 4 at 11 at offices of Balch, Julia terrace, Burnham
 France, William, Wolverhampton, Grocer. Dec 1 at 11 at offices of Stratton and Rudland, Queen st, Wolverhampton
 Frankenburg, Edward, Silver st, General Merchant. Dec 1 at 12 at offices of Evans and Eagles, John st, Bedford row
 Gardner, Paul, Dulverton, Somerset, Builder. Dec 3 at 1 at offices of Collins, Broad st, Bristol. Benson and Thomas, Bristol
 Gansler, Louis, Bexon, Lincoln, Pork Butcher. Nov 29 at 11 at offices of Thomas, Emery lane, Boston
 George, Samuel Maher, Swansea, House Decorator. Nov 30 at 11 at offices of Thomas, York place, Swansea
 Gifford, Charles, Horsham, Sussex, Licensed Victualler. Dec 7 at 12 30 at the Anchor Hotel, Horsham. Mant, Storrington
 Grantham, Thomas William, Kingston-upon-Hull, Bootmaker. Nov 30 at 11 at offices of Spurr and Son, Seale lane, Kingston-upon-Hull
 Grundy, Benjamin, Minton park, Lincoln, Farmer. Dec 12 at 10 at offices of Tweed and Stephen, Saltergate, Lincoln
 Grundy, James, Smalley common, Dero, Innkeeper. Dec 9 at 11 at offices of Heath, Amen alley, Darby
 Hanson, William, Leeds, Tailor. Dec 5 at 3 at offices of Pullan, Bank chambers, Park row, Leeds
 Harris, Henry, Northampton, Commission Agent. Nov 30 at 2 at offices of Shoemith, Newland
 Hamus, Thomas Carwardine, Bromyard, Hereford, Farmer. Dec 6 at 1 at offices of Clutterback, High st, Worcester
 Horley, William, Luton, Bedford, Baker. Dec 4 at 3 at the Red Lion Inn, Castle st, Luton. Neve, Luton
 Hudson, Thomas Frederick, Bradford, Solicitor. Dec 1 at 10 at offices of Watson and Dickens, Bradford
 Hutchinson, Alfred, Birmingham, Draper. Dec 3 at 3 at offices of Jacques, Cherry st, Birmingham
 Hutchinson, Thomas James, Crews, Coal Merchant. Nov 30 at 2 at offices of Warburton, Mill st, Crews
 Huson, William, Aberavenny, Mon, Builder. Dec 10 at 3 at offices of Hodgson, Tiverton place, Aberavenny
 Isaacson, Walter, St Paul's place, Canonbury, Military Outfitter. Dec 3 at 2 at Oakland House, Eglinton rd, Plumstead. Watts
 Jackson, Whitehead, Fleetwood, Lancashire, Butcher. Dec 6 at 2 at offices of Blackthorn, Lytham st, Blackpool
 Jenkins, Hopkin, Llanganor, Glamorgan, Grocer. Nov 29 at 3 at 39, Broad st, Bristol, in lieu of the place originally named
 Jones, Francis Henry, Cardiff, Fishmonger. Nov 29 at 11 at offices of Morgan and Scott, High st, Cardiff
 Jones, John, Craigydun, Carnarvon, Sattmaker. Dec 3 at 12 30 at offices of Hughes, Bangor
 Jones, Henry, Birmingham, Engineer. Nov 30 at 3 at offices of Wright and Marshall, Town Hall chambers, Birmingham
 Jones, Walter, Kidderminster, Builder. Dec 3 at 11 at offices of Day and Co, Bank buildings, Kidderminster
 Kennedy, Andrew, Morice Town, Devon, Retired Naval Engineer. Nov 30 at 11 at offices of Square, George st, Plymouth
 Knott, Frederick George, Alton, Hants, Builder. Dec 3 at 2 at offices of Eve, Victoria rd, Aldershot
 Lacey, William Henry, Tow Law, Durham, Innkeeper. Dec 5 at 11 at offices of Milburn, Crook
 Lais, John Thomas, Stockton-on-Tees, Builder. Dec 5 at 3 at offices of Draper, Finkle st, Stockton-on-Tees
 Lawrence, Henry Simes, Leyton, Essex, Baker. Dec 1 at 11 at offices of George, Clifton terrace, Leytonstone. Bassell, Thavies Inn, Holborn circuit
 Lee, Edwin, Worcester, Timber Merchant. Dec 3 at 12 at the Queen's Hotel, Birmingham. Knott
 Manham, Simon, Leeds, Slipper Manufacturer. Dec 3 at 3 at offices of Brooke, Bond st, Leeds
 May, Lewis, Cemeiford, Cornwall, Draper. Nov 29 at 1 at the Half Moon Hotel, Exeter. Male and Creber, Cemeiford
 McArthur, Donald, Stranton, Durham, Farmer. Dec 6 at 3 at offices of Bell, Church st, West Hartlepool
 Meek, William John Collier, Deptford, out of business. Nov 29 at 2 at offices of Galmoye and Pilgrim, Chancery lane
 Miller, Matthew, North Shields, Fish Curer. Dec 4 at 2 at offices of Keenan, Howard st, North Shields
 Milner, Henry, Birmingham, Refreshment House Keeper. Dec 3 at 11 at the Acorn Hotel, Temple st, Birmingham. Robinson and Son, Birmingham
 Naylor, John, Eiland, York, Joiner. Dec 1 at 11 at offices of Craven and Sunderland, King st, Huddersfield
 Newton, Israel, Idle, York, Butler Maker. Dec 3 at 3 30 at offices of Nelli, Kirkgate, Bradford

Nicholson, Isaiah Birt, Coal Exchange, Coke Factor. Nov 30 at 3.30 at offices of Freshman, Bedford row

Nixon, Joseph, London, Commission Agent. Dec 6 at 2 at the Sea Lion Hotel, Banley

Parker, Thomas, Bristol, Porter. Dec 1 at 1 at offices of Meeres, Nicholas st, Bristol

Faxton, John, Upottery, Devon, Farmer. Dec 1 at 2 at 12, Paul st, Taunton. Reed and Cook, Bridgewater

Payne, John, Broadhemury, Devon, Tailor. Dec 4 at 2 at Park-house's Railway Inn, Callington. Jeffery

Perks, William, Birmingham, Sedit-ad Manufacturer. Nov 30 at 12 at offices of Hawkes and Weekes, Temple st, Birmingham

Perry, William, Willenhall, Stafford, Baker. Nov 30 at 11 at offices of Clark, New rd, Willenhall

Pisce, John, jun, South Shields, Ballder. Dec 5 at 3 at offices of Ren-noldson, King st, South Shields

Flourright, James Jackson, King's Lynn, Oil Merchant. Nov 30 at 12 at offices of Beloe, New Conduit st, King's Lynn

Prill, John Lawrence, Sheffield, Factor. Nov 30 at 3 at offices of Web-ster, Hatfield, Sheffield

Rayner, John, Southampton, Boot Maker. Dec 3 at 3 at 39, South-ampton buildings, Holborn. Shuttle, Southampton

Reid, John, Liverpool, Plumber. Dec 10 at 3 at offices of Ponton, Vernon chambers, Liverpool

Richards, Alfred, Sirood, Grocer. Dec 1 at 12 at the Crown Hotel, Rochester. Shakespear, King st, Cheapside

Rieveley, Jonathan Pallister, York, Tobacconist. Dec 3 at 10 at offices of Crumlie, St. negate, York

Howell, Alfred Gustave, Walthamstow, Insurance Clerk. Dec 1 at 2 at offices of Fenion, Worship st, Finsbury

Rowland, Anne Jase, Liverpool. Dec 4 at 10.30 at offices of Eity, Lord st, Liverpool

Selby, John, Nottingham, Boot Dealer. Dec 3 at 12 at offices of Har-vey, Selborne buildings, Leicester

Shackleton, Samuel, Bradford, Earthenware Dealer. Nov 27 at 12 at the Blackfriars Hotel, Manchester. Singleton, Bradford

Silvester, Richard, West Bromwich, Stafford. Dec 3 at 11 at offices of Fellows, Mount Pleasant, Bilston

Smith, Enoch Jackson, Kingston-upon-Hull, Joiner. Nov 30 at 2 at 11, Parliament st, Hull. Middlemiss and Pearce

Smith, Jacob, Middleborough, Jeweller. Nov 26 at 11 at offices of Teale, Albert rd, Middleborough

Smith, Matthew, Hagley, nr Stourbridge, Saddler. Dec 3 at 11 at offices of Price, High st, Stourbridge

Snell, John, Tring, Hertford, Builder. Dec 3 at 11 at offices of Shugar and Co, Tring

Summers, John Abel, Bratton Clovelly, Devon, Land Agent. Dec 6 at 11 at the White Hart Hotel, Okehampton. Burd, Okehampton

Sommerston, William, Edgaston, Miller. Nov 27 at 3 at offices of Fallows, Cherry st, Birmingham

Taitstrahl, William, Keighley, Basket Maker. Nov 30 at 3 at offices of Terry and Robinson, Market st, Bradford. Cooke, Keighley

Taylor, Edward W I am, Sheffield, Licensed Victualler. Dec 4 at 3 at offices of Taylor, Norfolk row, Sheffield

Thoenissen, John Michael, Great Yarmouth, Outfitter. Dec 5 at 12.30 at offices of Dowsett, Hall Quay chambers, Great Yarmouth

Thomson, Thomas, North Shields, News Agent. Dec 3 at 12 at offices of Kewney, H. ward st, North Shields

Thompson, Malind Mills, Surbiton, Surrey, Coal Merchant. Dec 7 at 3 at the Guildhall Tavern, Gresham st. Clarkes and Co, Gresham House, Old Broad st

Turner, Abimelech, Writtle, York, Malt ter. Dec 1 at 11 at offices of Barr and Co, South parade, Leeds

Walker, James, New Wortley, Leeds, out of business. Dec 4 at 3 at offices of Pullan, Bank chambers, Park row, Leeds

Waller, Thomas, Dartford, Kent, Builder. Dec 6 at 2 at the Bull Hotel, Dartford, Gibson, Dartford

Walker, George Miles, Edenbridge, Kent, Painter. Nov 30 at 12 at offices of Fenner and Co, Gresham buildings, Guildhall. Palmer, Tonbridge

Wellsted, George Nathaniel, Buckland, Hants, Hire Carter. Dec 4 at 3 at offices of Whitehall, Union st, Torquay

Westmoreland, John, Nottingham, Sewing Machine Manufacturer. Dec 7 at 12 at offices of Ashwell, Middle pavement, Nottingham

Wilde, Thomas, Newbury, Berks, Grocer. Dec 3 at 1 at the Wheat-sheaf Hotel, Reading. Lucas, Newbury

Williams, Charles, Lullavington, Wilts, Farmer. Dec 1 at 3 at the Wellington Hotel, Gloucester. Brittan and Co, Bristol

Williams, John Havard, Swansea, Chemist. Dec 3 at 3 at offices of Woodward, Wood st, Swansea

Wilson, Benjamin William, West Bromwich, Stafford, Baker. Dec 1 at 12 at offices of East, Eldon chambers, Cherry st, Birmingham

Young, William Edward, Sunderland, Builder. Dec 4 at 11 at offices of Blakey, Fawcett st, Sunderland

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